
SDMS US EPA REGION V -1

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DOCUMENTS.**

148008

Exhibit 3.3

Information Requests No. 22-28

CONFIDENTIAL BUSINESS
INFORMATION

Pursuant to 40 CFR Part 2, Subpart B, Monsanto Company hereby asserts a business confidentiality claim covering this Exhibit and all documents attached thereto.

MONSANTO INSURANCE COVERAGE LITIGATION
PROTECTED MATERIAL
THIS IS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

AGREEMENT FOR DUMPING PRIVILEGES

This Agreement made and entered into this 11th day of December, 1957, by and between LEO SAUGET, of Monsanto Village, St. Clair County, State of Illinois, hereinafter called "Sauget" and the MONSANTO CHEMICAL COMPANY, a Delaware Corporation with General Offices at St. Louis, Missouri, hereinafter called "Monsanto."

WITNESSETH THAT:

WHEREAS, Monsanto owns and operates a chemical industry situated in the Village of Monsanto, Centerville Township, St. Clair County, Illinois, and desires to dispose of refuse materials from said industry, and

WHEREAS, Sauget owns certain property in Monsanto Village, Centerville Township, St. Clair County, Illinois, which is operated by Sauget as a private dump, and

WHEREAS, Sauget is willing to permit the disposal of such refuse by Monsanto on Sauget's property upon the terms and conditions hereinafter set out,

NOW THEREFORE, it is hereby agreed by and between the parties hereto as follows:

Sauget agrees as follows:

MCO 0544432

- (a) To permit Monsanto to haul and dump at Monsanto's expense and risk any or all refuse resulting from the normal operations at Monsanto's chemical plant. Any refuse containing acid shall be neutralized with lime.
- (b) To maintain the dump at all times in such condition as to allow Monsanto to freely dump all refuse. Cinders will be furnished by Monsanto to assist in this maintenance as Monsanto deems necessary.
- (c) To maintain at all times access for trucks to the dump from the nearest improved road.

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MONSANTO INSURANCE COMPANY LITIGATION:
MAY 23 1958
PROTECTED MATERIAL
ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE

- (d) To hold Monsanto harmless from and indemnify Monsanto against any and all liability, loss or expense that might arise by reason of damage to property or crops or injury to person or persons resulting directly or indirectly from the operation of said dump, from materials deposited therein or from Monsanto's use thereof.

Monsanto agrees as follows:

- (a) To pay to Sauget at the end of each year that this agreement is in effect, the sum of Three Thousand Dollars (\$3,000.00).
- (b) To indemnify Sauget against any and all damage to Monsanto's equipment or injury to Monsanto's employees or agents while on the property of Sauget.

This agreement shall continue in effect for a period of one year from January 1, 1958, to January 1, 1959, and thereafter from year to year subject to the right of either party to terminate same at any time after January 1, 1959, by giving to the other party at least ninety (90) days' written notice of that party's intention to cancel same.

Should this agreement be terminated at any time other than at the end of a calendar year then payment shall be prorated on the basis of Three Thousand Dollars (\$3,000.00) per year.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in triplicate the day and year first above written.

MONSANTO CHEMICAL COMPANY

LEO SAUGET

By: Charles E. Ehlert

Vice President

Witness: Ehlert

Date: December 11, 1957

Witness: Leo Sauget

Date: Dec 15, 1957

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VAULT COPY
Return to Office
of the Secretary



STATE OF ILLINOIS

COMPANY CONFIDENTIAL

ENVIRONMENTAL PROTECTION AGENCY

December 2, 1970

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

ST. CLAIR COUNTY - Solid Waste Disposal
Sauget/Paul Sauget

SPRINGFIELD, ILLINOIS 62706
AREA 217 - 525-6540

CERTIFIED MAIL

Mr. Paul Sauget
2902 Monsanto Avenue
Sauget, Illinois 62206

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

Dear Mr. Sauget:

On November 11, 1970, Sanitary Inspector Richard Ballard, representing this Agency, conducted an inspection of your solid waste disposal site located at Sauget, Illinois. Site operator, Jim Lindsey, was contacted at the time of the inspection.

The inspection disclosed the following deficiencies which this Agency feels may constitute a violation of pertinent provisions of the Environmental Protection Act:

1. The site is not adequate fenced with an entrance gate that can be locked and posted.
2. Opening and closing hours and days of operation are not clearly shown.
3. Dumping of refuse on the site is not confined to the smallest practical area.
4. Portable fencing is not used to prevent blowing litter from the unloading site.
5. The fill and surrounding area is not policed to collect all scattered material.
6. A compacted layer of at least six (6) inches of cover material is not applied to all exposed refuse at the end of each working day.
7. All salvaged materials are not removed from the landfill site daily or properly stored so that they will not create a nuisance, rat harborage or unsightly appearance.

The results of this investigation are being considered for presentation to the Pollution Control Board of Illinois. You must immediately report to this Agency any change of circumstance which you feel would alter the results of our investigation. Address any comments to C. E. Clark, Chief, Bureau of Land Pollution Control.

Very truly yours,

C. W. Klassen
Director

THE NEW ILLINOIS

THE newspaper

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WASTE DISPOSAL AGREEMENT

This Agreement made and entered into as of the first day of January, 1964, by and between MONSANTO COMPANY, a Delaware corporation, of St. Louis, Missouri, (hereinafter called "Monsanto") and INDUSTRIAL SALVAGE AND DISPOSAL, INC., a Delaware corporation, of 2902 Monsanto Avenue, Monsanto, Illinois, (hereinafter called "Industrial"),

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

WITNESSETH:

WHEREAS, by an Indenture of Lease of even date herewith Industrial has leased from Monsanto a tract of land of approximately twenty-two acres located near the east bank of the Mississippi River in the Village of Monsanto, Illinois, (hereinafter called the "Leased Property"); and

WHEREAS, Industrial proposes to operate on the Leased Property a sanitary landfill dump (hereinafter called the "Dump") to provide for the disposal of certain chemical waste materials of Monsanto;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for good and valuable other consideration, Monsanto and Industrial hereby agree as follows:

1. Operation of Dump. Industrial shall operate the Dump on the Leased Property in accordance with the procedures, terms and provisions set forth in the Specifications attached hereto and made a part hereof. Monsanto, at its own expense, shall arrange for the trucking of the chemical wastes from its chemical plants to the site of the Dump, and for the unloading of such wastes at the Dump. Industrial shall furnish and provide all labor and other personnel and all materials and equipment necessary for the proper operation of the Dump. Monsanto shall notify Industrial of the Monsanto employee (hereinafter called the "Engineer") who is authorized to represent Monsanto under this Agreement.

2. Removal of Drums. In connection with its operation of the Dump, Industrial has requested permission from Monsanto to remove and salvage, at Industrial's risk and expense, certain empty metal drums used to transport chemical waste materials to the Dump.

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**PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION**

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

Monsanto hereby grants such permission to Industrial on the following terms and conditions:

(a) Industrial may remove from the Dump, at its own risk and expense, such number as it determines of empty metal drums that Monsanto's Engineer designates to be surplus drums, but solely for the purpose of selling the same to reputable steel scrap companies as scrap metal or to reputable salvage companies for cleaning and reclaiming. Industrial shall not sell or otherwise dispose of any of said drums to any other person, firm or corporation, and shall not remove any of said drums from the Dump for any other purpose.

(b) Any drums that are removed from the Dump by Industrial shall be removed by the end of the working day during which they are received at the Dump. Any drums not removed by Industrial pursuant to paragraph 2(a) above shall be crushed and buried by Industrial in the Dump.

(c) Industrial has been informed that the drums have been used for the storage of chemical wastes and of the possible hazards connected therewith. Industrial hereby acknowledges that it assumes responsibility for the further handling and use of the drums removed from the Dump. Industrial shall take all necessary precautions to insure that the removal and disposition of such drums, and the subsequent handling and disposition of such drums by any such steel scrap or salvage company, will not endanger the safety of, or constitute a hazard to any persons or property. Industrial further agrees to ~~notify~~ in writing each steel scrap or salvage company to which it may sell any of said drums of such prior use of said drums, and will attempt to obtain a similar agreement from said company that it will take necessary safety precautions and that it will warn subsequent handlers and users of the drums.

(d) Monsanto shall have the right at any time to cancel, or suspend for a specified period of time, such permission by giving at least two days' prior written notice to Industrial.

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PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
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PRIVILEGE AND WORK-PRODUCT DOCTRINE.

3. Price. In full payment for Industrial's entire performance of its work under this Agreement, Monsanto shall pay to Industrial each month the sum of Three Thousand Dollars (\$3,000.00).

4. Payment Procedure. Invoices for the monthly payment shall be submitted to the Engineer by Industrial on or about the first day of each month. The invoices shall be in such form and supported by such evidence as the Engineer may direct, including evidence satisfactory to the Engineer that all payrolls, materials bills and other indebtedness connected with the work under this Agreement to date have been paid. Within ten days after receipt of such invoice in proper form, Monsanto shall pay to Industrial the amount due for the preceding calendar month.

5. Safety and Miscellaneous Provisions.

(a) Industrial shall strictly comply with all safety provisions set forth in the Specifications. Industrial shall take all other necessary steps and precautions for the safe operation and maintenance of the Dump. Industrial shall cause all gates in the fences erected on the Leased Property to be closed and securely locked at all times except during such periods as Industrial shall be conducting operations at the Dump.

(b) In operating the Dump, Industrial shall observe and comply with all applicable Federal, State and local laws and regulations.

(c) In operating the Dump and performing its work under this Agreement, Industrial shall be an independent contractor and shall have complete control of all of its employees and operations. All personnel employed by Industrial shall be employees of Industrial and not of Monsanto, and Monsanto shall have no right to direct or supervise such personnel.

(d) Monsanto and Industrial agree that, in the event of changes in the wage rates of Industrial's personnel or the premature need for replacement of Industrial's equipment employed on the work under this Agreement, either party shall have the right to renegotiate the Price specified herein on the

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anniversary date of this Agreement by giving to the other party at least thirty days prior written notice of its desire to renegotiate.

6. Indemnity Provisions. Industrial shall defend, indemnify and hold harmless Monsanto from and against any and all liability, claims, causes of action, suits, judgments, fines, penalties, losses, damages, costs and expenses of whatever kind or character arising out of injuries to or the death of any person or damage to or destruction of any property, caused by or resulting from or connected with (a) the maintenance or operation of the Dump unless caused by the sole negligence of Monsanto, or (b) the removal or disposition by Industrial of drums from the Dump or other activities of Industrial pursuant to this Agreement.

7. Insurance by Industrial. Industrial shall take out and maintain, during the term of this Agreement and for such period thereafter as Monsanto shall specify upon termination, the following insurance:

(a) Workmen's Compensation and Occupational Disease Insurance in an amount equal to the limit of liability and in the form prescribed by the laws of Illinois for all of Industrial's employees engaged in work in connection with the operation of the Dump and the removal and disposition of drums. To the extent that any such employees are not protected by such a statute, Industrial shall also provide Employer's Liability Insurance in an amount not less than \$100,000 for injury to, or for the death of, any one employee, and subject to the same limitation for each employee, in an amount not less than \$300,000 on account of any one accident.

(b) Public Liability Insurance covering claims for injuries to or death of persons or damage to or destruction of property arising from the maintenance or operation of said Dump or the removal and disposition by Industrial of said drums whether such operations be by Industrial or any person directly or indirectly employed by Industrial, and covering liabilities assumed by Industrial pursuant to paragraph 6 above. The

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MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1993 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

amount of such insurance shall be not less than:

(i) \$150,000 for injury to, or for the death of, any one person; and, subject to the same limitation for each person, in an amount not less than \$500,000 on account of any one accident; and (ii) \$100,000 for damage to property on account of each accident, or \$200,000 in the aggregate in respect of damage to property.

(c) Automobile Public Liability and Property Damage Insurance covering all owned or rented automotive equipment used by Industrial in the performance of this Agreement. Such liability insurance shall be in an amount not less than \$100,000 for injury to, or for the death of, any one person, in an amount not less than \$300,000 on account of any one accident. Property damage limits with respect to such insurance shall be not less than \$50,000 for each accident.

Such insurance shall be in form satisfactory to Monsanto and Industrial shall furnish to Monsanto certificates of such insurance satisfactory to Monsanto. Each contract of insurance shall contain the following clause:

"No reduction, cancellation or expiration of the policies providing the above coverages shall become effective until ten days from the date written notice is actually given to Mr. B. B. Byrne, Purchasing Agent, Monsanto Chemical Company, Wm. G. Krummrich Plant, Monsanto, Illinois."

All policies of insurance shall be countersigned by a duly authorized and accredited agent, or agents, of the carrier residing in the State of Illinois. All insurance shall be carried with insurance companies which, in the case of mutual companies, have a surplus to policyholders in excess of one million dollars (\$1,000,000) and in the case of stock companies, which have total capital and surplus in excess of one million dollars (\$1,000,000).

8. Term and Termination. This Agreement shall commence as of the date first hereinabove written and shall expire on December 31, 1961 unless sooner terminated, as it may be at any time, by either party giving at least ninety days' written notice to the other party of its intention to terminate. A termination of this Agreement shall not relieve Industrial of its obligations as set forth in paragraphs 6 and 7 above.

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9. Prior Negotiations. This Agreement and the Indenture of Lease of even date herewith sets forth the entire agreement of Monsanto and Industrial with respect to the subject matter hereof. This Agreement shall supersede the Agreement dated November 1, 1959 between Monsanto and Industrial. All prior negotiations regarding the subject matter hereof shall be deemed to be merged herein.

IN WITNESS WHEREOF, Industrial and Monsanto have each caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

MONSANTO COMPANY

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INSURANCE COVERAGE LITIGATION

By /s/ B. B. Byrne P.A. - 14/P.S.

INDUSTRIAL SALVAGE AND DISPOSAL, INC.

By /s/ Paul Sargent Sec.

MONSANTO INSURANCE COMPANY LITIGATION:
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MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

SPECIFICATIONS

OPERATION OF
SANITARY LANDFILL DUMP

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

W. G. KRUMMRICH PLANT

MONSANTO COMPANY

MONSANTO, ILLINOIS

Prepared By

Functional Maintenance Department

HED 0002668
MCO 0544447

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SECTION A

Operation of Sanitary Landfill Dump

A. Scope

1. The work to be performed is the operation of a Sanitary Landfill Dump on the River Terminal property owned by Monsanto and leased to Industrial by an Indenture of Lease dated as of January 1, 1964.

B. Location

1. The dump is to be located South of Riverview Avenue and East of Monsanto's river front tank farm. This location is as shown on Drawing D-017-G10.

C. Equipment

1. Industrial shall furnish all equipment necessary for the operation of the Sanitary Landfill Dump. This includes the operation and maintenance of such equipment.

D. General Operating Instructions

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1. The materials to be encountered in the operation of the dump will fall within two groups, i.e., solids and liquids. To facilitate unloading operations within the dump site, the groups shall be separated according to group and unloaded in areas designated by the Engineer.

Liquid materials shall be discharged onto levelled receiving areas approximately 30 feet wide by 120 feet long. These areas shall be enclosed on all four sides by a retaining wall of cover material. The liquid shall then be blended and compacted with sufficient cover material to produce a stable fill. The area shall then be levelled and the retaining walls adjusted to receive the next load of liquid waste.

Solids, i.e., drummed solids and granular materials, shall be deposited in the designated area, covered and compacted. Drums are to be punctured before compacting into the fill.

It shall be understood that occasional tests or trials may become necessary as new types of wastes and new methods of operations are introduced. If such tests indicate a revision in operational procedure the revision will be adopted as directed by the Engineer.

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MCO 0544449

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2. Cover Material. Cover and filling material will be secured from the Krummrich Plant Power Department or the fly-ash ponds south of Monsanto's present tank farm area. Material will be trucked to the dump and stored as directed by the Engineer.
3. Appearance and Scavenging: It shall be necessary to keep the dumps smooth and neat in appearance at all time. No scavenging shall be permitted except with the permission of Monsanto's Engineer.
4. Fire Protection: Hose lines shall be provided at the dump at all times. It shall be necessary to wet down the dump to control fires and dust. The hose lines shall be connected to the fire hydrants in the River Terminal Area.
5. Use of Dump: This dump shall be operated by Industrial for the sole use of Monsanto.

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

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SECTION B

MONSANTO COMPANY

SUPPLEMENTARY CONDITIONS

A. General Provisions

PROTECTED MATERIAL: MONSANTO
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1. Job Site Location

Monsanto Company, William G. Krummrich Plant, Monsanto, Illinois.

2. Definitions

The word "Engineer" as used throughout the Specifications means the individual employed by Monsanto and authorized by Monsanto to represent it on this work.

3. Responsibility

In all operations under the Agreement, Industrial shall respect, adhere to and comply with all local and general ordinances and laws controlling or limiting in any way actions of those engaged upon the work.

Industrial shall secure and pay for all permits and licenses required by the laws in effect at the time of the execution of the work. Industrial, however, shall notify the Engineer of his intent to secure such permit or license prior to making application to enable Monsanto to determine if such permit or license is actually required under the law.

Any person employed on the work who shall neglect to obey the regulations imposed by Monsanto or who shall be deemed to be incompetent, or shall be guilty of any disorderly conduct or shall commit any trespass on any public or private property in the vicinity of the work, shall be at once removed from the work by Industrial, when so requested by the Engineer.

Industrial shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

4. Interference with Plant Operation

Industrial shall confine its activities to the areas set aside for it to do its work and shall not interfere with any of Monsanto's activities. Unless specifically authorized by the Engineer, Industrial's employees are prohibited from

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MCO 0544451

entering any plant area except those areas to which they are assigned. Prohibited areas for Industrial's employees include operating departments, washrooms, maintenance shops, offices and cafeterias.

5. Cameras

Both taking of pictures and the possession of a camera in the Plant are prohibited.

6. Monsanto Equipment

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Monsanto equipment will not be loaned to Industrial's employees.

B. Special Provisions

MONSANTO INSURANCE COMPANY LITIGATION:

1. Storage of Material

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

The receipt and storage of Industrial's materials (not furnished by Monsanto) will be the responsibility of Industrial. Outdoor storage space will be available to Industrial but it will not be permitted to store material except within the areas indicated on the plans or as directed by the Engineer.

2. Telephone

Telephone service, if desired, must be arranged and paid for by Industrial.

3. Toilet Facilities

Job toilet facilities may be provided by Industrial. These facilities shall be constructed and used in a manner that will not violate any sanitary regulations or cause any inconvenience or nuisance to Monsanto or its employees. The type of toilet facilities provided by Industrial will be subject to the approval of the Engineer. No facilities are available on the River Front Property.

4. Water

Industrial will furnish suitable drinking water for its personnel. Drinking water is not available on the River Front Property.

C. Safety Provisions

All work or operations must conform with established Monsanto practices in order to insure the maximum in safety and fire precautions. Information concerning such practices in each area will be secured from the Engineer.

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MCO 0544452

HMSQ02056

All safety and security regulations of Monsanto's Wm. G. Krummrich Plant shall be observed without deviation by all of Industrial's employees. Some of these regulations are listed below.

1. Smoking

Smoking is prohibited in the Plant except in designated posted smoking areas at which locations electric lighters are provided. Having possession of matches or lighters is prohibited. At the discretion of Industrial smoking time may be allowed the workmen but they shall extinguish butts in sand buckets or containers provided before leaving the smoking area.

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INSURANCE COVERAGE LITIGATION

2. Aisles and Exits

Aisles, safety showers, fire equipment, alleys, streets and exits must be kept free of obstructions.

3. Excavations; Overhead Work

Industrial shall provide all guards, barricades, lights, etc., necessary for the safety of Plant operations and personnel.

All excavations shall be barricaded each time Industrial's workmen quit for the day. Openings, ditches, etc., must be roped off and danger signs placed. Adequate danger lighting must be provided at night.

4. Traffic Rules

- a. The speed limit is 15 M.P.H.
- b. Vehicles shall stop at all stop signs.
- c. Vehicle and equipment operators shall observe all railroad crossings and switch signs and follow the instructions on them.

5. First Aid

First-aid and emergency treatment for all injuries incurred by Industrial's employees should be received at Monsanto's Dispensary. Industrial shall promptly notify the Engineer of any injury to Industrial's employees and shall assist the Engineer in filling out the Accident Report Form for the Safety Department of Monsanto.

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MCO 0544453

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6. Fire Protection

Industrial shall, in all of its operations, conform to all fire regulations in effect for the Wm. G. Krummrich Plant. He shall do no burning, welding, grinding or any other flame or spark-producing operation, operate equipment of any kind or proceed with any work requiring the use of the inflammable substances (such as gasoline, kerosene, paint thinners, or any liquids with closed-cup flashpoint below 110°F.) without first securing a Monsanto fire permit and complying with the conditions and instructions specified thereon. The permits required will be supplied by the Engineer.

Should a hazardous condition develop in the area, Industrial shall, at the request of any Monsanto employee, stop all cutting, welding or other spark-producing activities.

7. Fire

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INSURANCE COVERAGE LITIGATION

Industrial shall familiarize all personnel working directly or indirectly under him with the following rules to be followed in case of fire:

- a. To report a fire -- go to any plant telephone, dial Station 200 and give the designation of the building or area in which the fire is located.
- b. If the fire alarm (siren) sounds while personnel are driving in the Plant, they shall pull over to the side of the road and stop.
- c. Visiting at the scene of a fire or accident by personnel other than members of fire or emergency crews is prohibited.
- d. In case of a fire on the job site for which the Fire Department is called, all personnel other than Industrial's supervisors shall immediately leave the area. The supervisors shall keep themselves available to assist the Fire Department.

8. Industrial Hazards

Industrial shall acquaint itself with the industrial hazards, if any, to be encountered in each particular area. Information pertaining to such hazards shall be obtained through the Engineer.

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MCO 0544454

HMSQ02058

9. Pipes

Process piping shall never be used either to support an individual worker or to support staging. If it becomes necessary for a ladder to be leaned against a pipe to accomplish some work, permission of the Engineer shall first be secured.

10. Wiring

No wiring should be cut without consulting the Engineer. Any wire accidentally broken should be reported immediately to the Engineer or Monsanto's Electrical Foreman.

11. Clean-Up of Job

Industrial must keep the area of its work clean and promptly remove any excess materials or equipment.

12. Use of Intoxicants

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INSURANCE COVERAGE LITIGATION

Persons judged to be under the influence of intoxicating beverages will not be admitted into the Plant. The carrying of intoxicating beverages into the Plant is prohibited. Violation of this regulation will result in immediate and permanent removal of the employee from the Plant property.

13. Railroad Clearances

When it is necessary to work adjacent to a switch track, care must be taken that equipment and material do not encroach on the clearance area required by law. This is 8'6" on both sides of the track. Overhead clearance is 22'6" above top of the rail. All equipment and materials must be removed from these clearances at the end of each work day unless arrangements have been made to the contrary.

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MCO 0544455

HMSQ02059

SECTION C
Drawing List

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

The following drawing has been prepared by the Organic Chemicals
Division of the Monsanto Company:

<u>DWG.</u>	<u>REV.</u>	<u>DATE</u>	<u>TITLE</u>
D-017-G10	0	3/31/59	River Terminal Sanitary Landfill Dump

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

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MCO 0544456

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LEASE

THIS INDENTURE, made and entered into as of January 1, 1964, by and between MONSANTO COMPANY, a Delaware corporation, of St. Louis, Missouri, hereinafter referred to as "Lessor", and INDUSTRIAL SALVAGE AND DISPOSAL, INC., a Delaware corporation, of 2902 Monsanto Avenue, East St. Louis, Illinois, hereinafter referred to as "Lessee", WITNESSETH:

WHEREAS, Lessor owns certain lands situated on and near the east bank of the Mississippi River in the Village of Monsanto, St. Clair County, State of Illinois, and

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INSURANCE COVERAGE LITIGATION

WHEREAS, Lessee desires to lease a portion of said lands, as hereinafter described, for use by Lessee as site for Lessee's waste disposal operations which are to be performed pursuant to the terms and provisions of that certain written Agreement, of even date herewith, between Lessor and Lessee, hereinafter called "Waste Disposal Agreement," to which Agreement reference is hereby made, and, further, for agricultural purposes; and

WHEREAS, Lessor is willing to lease said lands for said purposes under the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Lessor, in consideration of the covenants and agreements hereinafter expressed to be kept, observed and performed by Lessee, and subject to the terms, provisions and conditions hereof, does hereby let, and the Lessee does hereby lease, the following described parcel of land, hereinafter called "Premises," situated in the Village of Monsanto, County of St. Clair, and State of Illinois, to-wit:

A tract of land in the Village of Monsanto, County of St. Clair, State of Illinois, said tract being bounded on the north by the southern line of River-view Avenue, 70 feet wide, as established by Ordinance No. 122 of the Village of Monsanto, Illinois; bounded on the east by the western line of 230KV transmission line easement for Union Electric Power Company, recorded in Book 1284,

MCO 0544471

HED 0002690

HMSQ02073

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

- 2 -

page 28 of the St. Clair County, Illinois recorder's office; bounded on the south by the south line of Monsanto ~~Chemical~~ Company property, said line being parallel with and measured at right angles thereto, approximately 2000 feet southerly from the said southern line of Riverview Avenue; bounded on the west by the eastern line of an existing unimproved road running generally parallel to the aforesaid transmission line easement at an elevation varying from 418 feet to 423 feet above mean sea level between said southern line of the herein described tract and the southern line of Riverview Avenue, said tract containing approximately twenty-two (22) acres and being located approximately where shown outlined in red on Monsanto Chemical Company's drawing No. D-017-G10, dated March 31, 1959, marked Exhibit A, attached hereto and made a part hereof.

C.K. 13333
13

2. This lease is made subject to any and all rights or interests of third parties in or to any of said Premises. Lessor shall have the right to enter upon said Premises at all reasonable hours for the purpose of examining and inspecting the same. Lessor further reserves the right (a) to keep, maintain, operate, and renew Lessor's existing sampling wells on said Premises and to install, construct and thereafter keep, maintain, operate and renew such additional sampling wells as Lessor may desire, and (b) to keep, maintain, renew, relocate and remove Lessor's existing metal fence located on or about said Premises, and to install, construct and thereafter keep, maintain, renew, relocate and remove such additions or extensions to, or changes in, said fence as Lessor may consider necessary or convenient. Lessee agrees to cause all gates comprised in any fence, now existing or which may hereafter be erected or maintained on or about said Premises, to be closed and securely locked at all times except during such periods as Lessee shall actively be conducting operations on said Premises in accordance with said Waste Disposal Agreement.

3. Lessee agrees to maintain and use said Premises solely for the purpose of operating thereon a waste disposal area in accordance with the terms and provisions of the aforesaid Waste Disposal Agreement. Lessee expressly agrees to refrain from, as well as prevent, the disposal of any other materials, wastes or residues

HED 0002691

MCO 0544472

HMSQ02074

on said Premises. To the extent that there shall be no hindrance or interference, directly or indirectly, with the use of said Premises for the proper operation thereon of the disposal area in accordance with the terms of the aforesaid Waste Disposal Agreement, Lessee may use said Premises for agricultural purposes; it being expressly understood that the use of said Premises for agricultural purposes shall at all times be subject and subordinate to the use thereof as a disposal area. Lessee agrees, at Lessee's own cost and expense, to maintain said Premises in a condition satisfactory to Lessor and to provide all labor, materials, equipment, supplies and instrumentalities required in the planting, cultivating, caring for and harvesting of any crops on said Premises.

4. Lessee agrees not to use said Premises for any unlawful purpose, to comply with and observe the provisions of any law, ordinance or governmental regulation applicable to Lessee's use of said Premises, and to prevent unauthorized persons from entering on said Premises. No buildings, structures or improvements shall be installed, constructed, erected or placed on said Premises without the prior written consent of Lessor.

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

5. Lessee shall not be charged any rent for its use of the said Premises in accordance with the provisions hereof. All proceeds from the use of said Premises for agricultural purposes shall belong to Lessee.

6. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liability, claims, causes of action, suits, judgments, fines, penalties, losses, damages, costs and expenses of whatever kind or character arising out of, resulting from or connected with (a) Lessee's use or occupancy of or operations on said Premises for any purpose, (b) the exercise by Lessee of any of the rights or privileges granted hereby, (c) the maintenance, operation, use or existence of said Premises as a disposal area, (d) any act, omission or neglect of Lessee, its agents, representatives or employees. or

MCO 0544473

HED 0002692

HMSQ02075

(e) any breach by Lessee of the terms or provisions of this Lease; provided, however, the foregoing provisions of this paragraph 6 shall not apply to any injuries to person or property caused by or resulting from the negligence of the Lessor in the operation or maintenance of the Premises.

7. Lessee assumes full responsibility for, and hereby releases and discharges Lessor from any liability for, any loss or destruction of or damage to any crops or agricultural products grown or produced on said Premises unless caused by the negligence of the Lessor in the operation or maintenance of the Premises.

8. This Lease shall commence with the date first hereinabove written, and end with December 31, 1968 unless sooner terminated, as it may be at any time, by either party giving at least ninety (90) days' written notice to the other party of intention to terminate. Notwithstanding any of the foregoing, it is expressly agreed that in the event said Waste Disposal Agreement shall be cancelled, terminated or otherwise expire, this Lease shall terminate ipso facto with the cancellation, termination or other expiration of said Waste Disposal Agreement. In addition, Lessor may, without further demand or notice, terminate this Lease in the event Lessee defaults in the performance of or breaches any of its covenants, obligations or agreements under this Lease, and such default or breach shall continue for more than ten (10) days after written notice thereof shall have been given by the Lessor to Lessee. PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

Upon termination howsoever of this Lease, Lessee shall peacefully deliver up and surrender possession of said Premises to Lessor, leaving the same in a neat, clean, orderly and safe condition and, provided Lessee shall have satisfied all of its liabilities to Lessor hereunder, Lessee shall remove all of Lessee's property, and, as soon as practicable, but in no event beyond the end of the growing season, Lessee's growing crops, from said Premises. In the event Lessee fails to peaceably deliver up and

HED 0002693

MCO 0544474

HMSQ02076

surrender said Premises to Lessor as aforesaid, Lessor may, without further demand or notice, re-enter and repossess said Premises and expel Lessee and those claiming under it without being guilty of trespass and without being subject to liability for damages and without prejudice to any other remedies of the Lessor at law or in equity then existing with respect thereto.

9. Any notice of Lessor to Lessee shall be deemed served or given when posted on Premises or when deposited, postage prepaid, in the U. S. mails addressed to Lessee at its address stated above.

10. This Lease and all its provisions shall inure to or bind each party's successors and assigns; provided that none of the Premises shall be sublet and no right of Lessee shall be transferred or assigned, either voluntarily or involuntarily, without the prior written consent of Lessor. Either party hereto may waive any default at any time of the other without affecting or impairing any right arising from any subsequent default.

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first hereinabove written.

MONSANTO COMPANY

ATTEST:

By

Assistant Secretary

20. By

Vice President

ATTEST:

By

Secretary

INDUSTRIAL SALVAGE AND DISPOSAL, INC.

By

President

MCO 0544475

MED 0002694

HMSQ02077

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

STATE OF MISSOURI }
COUNTY OF ST. LOUIS } SS

I, Mary K. Brady, a notary public, do hereby
certify that R. M. Morris, personally known to me to
be the Vice President of Monsanto Company, a Delaware
corporation, and C. E. Caspari, Jr., personally known to me to
be the Assistant Secretary of said corporation, and personally known
to me to be the same persons whose names are subscribed to the fore-
going instrument, appeared before me this day in person and severally
acknowledged that as such Vice President and Assistant Secretary,
they signed and delivered the said instrument as Vice President and
Assistant Secretary of said corporation, and caused the corporate
seal or said corporation to be affixed thereto, pursuant to authority
given by the Board of Directors of said corporation, as their free
and voluntary act, and as the free and voluntary act and deed of
said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day
of November, 1964.

Commission expires May 19, 1968.

Mary K. Brady

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MCO 0544476

HED 0002695

HMSQ02078

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

STATE OF ILLINOIS }
COUNTY OF ST. CLAIR }

I, Mary Helen Schuchman, a notary public, do hereby
certify that Leo Sauget, personally known to me
to be the President of Industrial Salvage and Disposal, Inc.,
a Delaware corporation, and Paul Sauget personally
known to me to be the Secretary of said corporation,
and personally known to me to be the same persons whose names are
subscribed to the foregoing instrument, appeared before me this
day in person and severally acknowledged that as such
President and Secretary, they signed
and delivered the said instrument as President and
Secretary of said corporation, and caused the
corporate seal of said corporation to be affixed thereto, pursuant
to authority, given by the Board of Directors of said corporation
as their free and voluntary act, and as the free and voluntary
act and deed of said corporation, for the uses and purposes
therein set forth.

Given under my hand and official seal, this 18th day
of November, 1964.

Commission expires Feb. 18-1965.

Mary Helen Schuchman

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

HED 0002696

MCO 0544477

HMS002079

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL.
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

TRANSMITTAL SLIP

DATE 1-10-65

TO:

Mr. N. C. Hoffmann

FROM:

S. E. Shanahan

- ☐ NOTE AND FILE
- ☐ NOTE AND RETURN TO ME WITH COMMENTS
- ☐ RETURN WITH MORE DETAILS
- ☐ NOTE AND SEE ME ABOUT THIS
- ☐ PLEASE ANSWER
- ☐ FOR YOUR APPROVAL
- ☐ TAKE APPROPRIATE ACTION
- ☐ PER YOUR REQUEST
- ☒ FOR YOUR INFORMATION
- ☐ INVESTIGATE AND ADVISE

MCO 0544468

COMMENTS

*Lease of Waste Disposal Area
dated January 1, 1964
Lot H - W. G. Krummrich Plant*

☐ 200

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

HED 0002686

HMSQ02069

March 15, 1965

Mr. B. B. Byrne
Purchasing Department
Monsanto Company
Monsanto, Illinois

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

Dear Mr. Byrne:

Effective April 1, 1965, the name of our
company will be change from Industrial
Salvage & Disposal, Inc, to Sauget & Co.

We will appreciate you changing your records
to show this name change.

Thank you.

Yours truly



Paul Sauget
Manager

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

HED 0002687

MCO 0544469

HMSQ02070

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

TRANSMITTAL SLIP

DATE
5-10-65

TO:

Mr. N. C. Hoffmann

FROM:

S. E. Shanahan

- ☐ NOTE AND FILE
- ☐ NOTE AND RETURN TO ME WITH COMMENTS
- ☐ RETURN WITH MORE DETAILS
- ☐ NOTE AND SEE ME ABOUT THIS
- ☐ PLEASE ANSWER
- ☐ FOR YOUR APPROVAL
- ☐ TAKE APPROPRIATE ACTION
- ☐ PER YOUR REQUEST
- ☒ FOR YOUR INFORMATION
- ☐ INVESTIGATE AND ADVISE

COMMENTS

Lease of Waste Disposal Area
dated January 1, 1964
Lot H - W. G. Krummrich Plant

☐ 200

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

HED 0002688

MCO 0544469.01

HMSQ02071

March 15, 1965

Mr. B. B. Byrne
Purchasing Department
Monsanto Company
Monsanto, Illinois

Dear Mr. Byrne:

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

Effective April 1, 1965, the name of our
company will be change from Industrial
Salvage & Disposal, Inc, to Sauget & Co.

We will appreciate you changing your records
to show this name change.

Thank you.

Yours truly



Paul Sauget
Manager

HED 0002689

MCO 0544470

HMSQ02072

AGREEMENT FOR DUMPING PRIVILEGES

This Agreement made and entered into this 11th day of December, 1957, by and between LEO SAUGET, of Monsanto Village, St. Clair County, State of Illinois, hereinafter called "Sauget" and the MONSANTO CHEMICAL COMPANY, a Delaware Corporation with General Offices at St. Louis, Missouri, hereinafter called "Monsanto."

WITNESSETH THAT:

WHEREAS, Monsanto owns and operates a chemical industry situated in the Village of Monsanto, Centerville Township, St. Clair County, Illinois, and desires to dispose of refuse materials from said industry, and

WHEREAS, Sauget owns certain property in Monsanto Village, Centerville Township, St. Clair County, Illinois, which is operated by Sauget as a private dump, and

WHEREAS, Sauget is willing to permit the disposal of such refuse by Monsanto on Sauget's property upon the terms and conditions hereinafter set out,

NOW THEREFORE, it is hereby agreed by and between the parties hereto as follows:

Sauget agrees as follows:

- (a) To permit Monsanto to haul and dump at Monsanto's expense and risk any or all refuse resulting from the normal operations at Monsanto's chemical plant. Any refuse containing acid shall be neutralized with lime.
- (b) To maintain the dump at all times in such condition as to allow Monsanto to freely dump all refuse. Cinders will be furnished by Monsanto to assist in this maintenance as Monsanto deems necessary.
- (c) To maintain at all times access for trucks to the dump from the nearest improved road.

WCK 4083085

- (d) To hold Monsanto harmless from and indemnify Monsanto against any and all liability, loss or expense that might arise by reason of damage to property or crops or injury to person or persons resulting directly or indirectly from the operation of said dump, from materials deposited therein or from Monsanto's use thereof.

Monsanto agrees as follows:

- (a) To pay to Sauget at the end of each year that this agreement is in effect, the sum of Three Thousand Dollars (\$3,000.00).
- (b) To indemnify Sauget against any and all damage to Monsanto's equipment or injury to Monsanto's employees or agents while on the property of Sauget.

This agreement shall continue in effect for a period of one year from January 1, 1958, to January 1, 1959, and thereafter from year to year subject to the right of either party to terminate same at any time after January 1, 1959, by giving to the other party at least ninety (90) days' written notice of that party's intention to cancel same.

Should this agreement be terminated at any time other than at the end of a calendar year then payment shall be prorated on the basis of Three Thousand Dollars (\$3,000.00) per year.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in triplicate the day and year first above written.

MONSANTO CHEMICAL COMPANY

LEO SAUGET

By: *Charles E. Smith*

Vice President

Witness: *W. E. H. H.*

Date: December 11, 1957

Witness: *Leo Sauget*

Date: Dec 14, 1957

-2-

WCK 4083086

VAULT COPY
Return to Office
of the Secretary

WGK 4085235 23

LEASE - Waste Disposal Area - dated 1-1-64

WGK 4085236

L E A S E

THIS INDENTURE, made and entered into as of January 1, 1964, by and between MONSANTO COMPANY, a Delaware corporation, of St. Louis, Missouri, hereinafter referred to as "Lessor", and INDUSTRIAL SALVAGE AND DISPOSAL, INC., a Delaware corporation, of 2902 Monsanto Avenue, East St. Louis, Illinois, hereinafter referred to as "Lessee", WITNESSETH:

WHEREAS, Lessor owns certain lands situated on and near the east bank of the Mississippi River in the Village of Monsanto, St. Clair County, State of Illinois, and

WHEREAS, Lessee desires to lease a portion of said lands, as hereinafter described, for use by Lessee as site for Lessee's waste disposal operations which are to be performed pursuant to the terms and provisions of that certain written Agreement, of even date herewith, between Lessor and Lessee, hereinafter called "Waste Disposal Agreement," to which Agreement reference is hereby made, and, further, for agricultural purposes; and

WHEREAS, Lessor is willing to lease said lands for said purposes under the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Lessor, in consideration of the covenants and agreements hereinafter expressed to be kept, observed and performed by Lessee and subject to the terms, provisions and conditions hereof, does hereby let, and the Lessee does hereby lease, the following described parcel of land, hereinafter called "Premises," situated in the Village of Monsanto, County of St. Clair, and State of Illinois, to-wit:

A tract of land in the Village of Monsanto, County of St. Clair, State of Illinois, said tract being bounded on the north by the southern line of River-view Avenue, 70 feet wide, as established by Ordinance No. 122 of the Village of Monsanto, Illinois; bounded on the east by the western line of 230KV transmission line easement for Union Electric Power Company, recorded in Book 1284,

WCK 4085237

page 28 of the St. Clair County, Illinois recorder's office; bounded on the south by the south line of Monsanto ~~Chemical~~ Company property, ^{1/2/888} said line being parallel with and measured at right ^{W/ P.S.} angles thereto, approximately 2000 feet southerly from the said southern line of Riverview Avenue; bounded on the west by the eastern line of an existing unimproved road running generally parallel to the aforesaid transmission line easement at an elevation varying from 418 feet to 423 feet above mean sea level between said southern line of the herein described tract and the southern line of Riverview Avenue, said tract containing approximately twenty-two (22) acres and being located approximately where shown outlined in red on Monsanto Chemical Company's drawing No. D-017-G10, dated March 31, 1959, marked Exhibit A, attached hereto and made a part hereof.

2. This lease is made subject to any and all rights or interests of third parties in or to any of said Premises. Lessor shall have the right to enter upon said Premises at all reasonable hours for the purpose of examining and inspecting the same. Lessor further reserves the right (a) to keep, maintain, operate, and renew Lessor's existing sampling wells on said Premises and to install, construct and thereafter keep, maintain, operate and renew such additional sampling wells as Lessor may desire, and (b) to keep, maintain, renew, relocate and remove Lessor's existing metal fence located on or about said Premises, and to install, construct and thereafter keep, maintain, renew, relocate and remove such additions or extensions to, or changes in, said fence as Lessor may consider necessary or convenient. Lessee agrees to cause all gates comprised in any fence, now existing or which may hereafter be erected or maintained on or about said Premises, to be closed and securely locked at all times except during such periods as Lessee shall actively be conducting operations on said Premises in accordance with said Waste Disposal Agreement.

3. Lessee agrees to maintain and use said Premises solely for the purpose of operating thereon a waste disposal area in accordance with the terms and provisions of the aforesaid Waste Disposal Agreement. Lessee expressly agrees to refrain from, as well as prevent, the disposal of any other materials, wastes or residues

WGK 4085238

on said Premises. To the extent that there shall be no hindrance or interference, directly or indirectly, with the use of said Premises for the proper operation thereon of the disposal area in accordance with the terms of the aforesaid Waste Disposal Agreement, Lessee may use said Premises for agricultural purposes; it being expressly understood that the use of said Premises for agricultural purposes shall at all times be subject and subordinate to the use thereof as a disposal area. Lessee agrees, at Lessee's own cost and expense, to maintain said Premises in a condition satisfactory to Lessor and to provide all labor, materials, equipment, supplies and instrumentalities required in the planting, cultivating, caring for and harvesting of any crops on said Premises.

4. Lessee agrees not to use said Premises for any unlawful purpose, to comply with and observe the provisions of any law, ordinance or governmental regulation applicable to Lessee's use of said Premises, and to prevent unauthorized persons from entering on said Premises. No buildings, structures or improvements shall be installed, constructed, erected or placed on said Premises without the prior written consent of Lessor.

5. Lessee shall not be charged any rent for its use of the said Premises in accordance with the provisions hereof. All proceeds from the use of said Premises for agricultural purposes shall belong to Lessee.

WGK 4085239

6. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liability, claims, causes of action, suits, judgments, fines, penalties, losses, damages, costs and expenses of whatever kind or character arising out of, resulting from or connected with (a) Lessee's use or occupancy of or operations on said Premises for any purpose, (b) the exercise by Lessee of any of the rights or privileges granted hereby, (c) the maintenance, operation, use or existence of said Premises as a disposal area, (d) any act, omission or neglect of Lessee, its agents, representatives or employees, or

(e) any breach by Lessee of the terms or provisions of this Lease; provided, however, the foregoing provisions of this paragraph 6 shall not apply to any injuries to person or property caused by or resulting from the negligence of the Lessor in the operation or maintenance of the Premises.

7. Lessee assumes full responsibility for, and hereby releases and discharges Lessor from any liability for, any loss or destruction of or damage to any crops or agricultural products grown or produced on said Premises unless caused by the negligence of the Lessor in the operation or maintenance of the Premises.

8. This Lease shall commence with the date first hereinabove written, and end with December 31, 1968 unless sooner terminated, as it may be at any time, by either party giving at least ninety (90) days' written notice to the other party of intention to terminate. Notwithstanding any of the foregoing, it is expressly agreed that in the event said Waste Disposal Agreement shall be cancelled, terminated or otherwise expire, this Lease shall terminate ipso facto with the cancellation, termination or other expiration of said Waste Disposal Agreement. In addition, Lessor may, without further demand or notice, terminate this Lease in the event Lessee defaults in the performance of or breaches any of its covenants, obligations or agreements under this Lease, and such default or breach shall continue for more than ten (10) days after written notice thereof shall have been given by the Lessor to Lessee.

WGK 4085240

Upon termination howsoever of this Lease, Lessee shall peacefully deliver up and surrender possession of said Premises to Lessor, leaving the same in a neat, clean, orderly and safe condition and, provided Lessee shall have satisfied all of its liabilities to Lessor hereunder, Lessee shall remove all of Lessee's property, and, as soon as practicable, but in no event beyond the end of the growing season, Lessee's growing crops, from said Premises. In the event Lessee fails to peaceably deliver up and

surrender said Premises to Lessor as aforesaid, Lessor may, without further demand or notice, re-enter and repossess said Premises and expel Lessee and those claiming under it without being guilty of trespass and without being subject to liability for damages and without prejudice to any other remedies of the Lessor at law or in equity then existing with respect thereto.

9. Any notice of Lessor to Lessee shall be deemed served or given when posted on Premises or when deposited, postage prepaid, in the U. S. mails addressed to Lessee at its address stated above.

10. This Lease and all its provisions shall inure to or bind each party's successors and assigns; provided that none of the Premises shall be sublet and no right of Lessee shall be transferred or assigned, either voluntarily or involuntarily, without the prior written consent of Lessor. Either party hereto may waive any default at any time of the other without affecting or impairing any right arising from any subsequent default.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first hereinabove written.

MONSANTO COMPANY

ATTEST:
(SEAL)

By /s/ C. E. Caspari, Jr.
Assistant Secretary

By /s/ R. M. Morris
Vice President

INDUSTRIAL SALVAGE AND DISPOSAL, INC.

ATTEST:
(SEAL)

By /s/ Paul Sauget
Secretary

By /s/ Leo Sauget
President

WGK 4085241

STATE OF MISSOURI }
COUNTY OF ST. LOUIS } SS

I. Mary K. Brady, a notary public, do hereby certify that R. M. Merri's, personally known to me to be the Vice President of Monsanto Company, a Delaware corporation, and C. E. Caspari, Jr. personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal or said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of November, 1964.

Commission expires May 19, 1968.

(SEAL)

/s/ Mary K. Brady

WGK 4085242

STATE OF ILLINOIS }
COUNTY OF ST. CLAIR }

I, Mary Helen Schuchman, a notary public, do hereby certify that Leo Sauget, personally known to me to be the President of Industrial Salvage and Disposal, Inc., a Delaware corporation, and Paul Sauget personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of November, 1964.

Commission expires Feb. 18-1965.

(SEAL)

/s/ Mary Helen Schuchman

WGK 4085243

SDMS US EPA REGION V

FORMAT- OVERSIZED - 5

IMAGERY INSERT FORM

The item(s) listed below are not available in SDMS. In order to view original document or document pages, contact the Superfund Records Center.

SITE NAME	SAUGET AREA I		
DOC ID #	148008		
DESCRIPTION OF ITEM(S)	MAP - SAUGET AREA		
REASON WHY UNSCANNABLE	<u> x </u> OVERSIZED	OR	<u> </u> FORMAT
DATE OF ITEM(S)	NOT DATED		
NO. OF ITEMS	2		
PHASE	RMD		
PRP	RMD SAUGET AREA I		
PHASE (AR DOCUMENTS ONLY)	<u> </u> Remedial <u> </u> Removal <u> </u> Deletion Docket <u> </u> AR <u> </u> Original <u> </u> Update # <u> </u> Volume <u> </u> of <u> </u>		
O.U.			
LOCATION	Box # <u> 2 </u> Folder # <u> 4 </u> Subsection <u> CBI </u>		
COMMENT(S)			

Monsanto

FROM (NAME & LOCATION) M.R. Foresman - W.G.K.

24

DATE October 14, 1972 cc C. Buckley
H. Rayfield
SUBJECT Status Report - Disposal of Trash & T. Dalton
Construction Waste D. Malm - JFQ
REFERENCE Memo 10/9/72 D. Malm - WGK-JFQ Solid J. Brown - JFQ
Waste Disposal, Memo 10/12/72 H. Rayfield, T. Dalton - Operation
TO P. Heisler of Sanitary Landfill

The following actions will be taken by the Environmental Control Group to support the efforts of other individuals for the long range disposal of trash and construction waste.

- A. Continue working with Paul Sauget to obtain a permit for the new trash disposal site. (See attached map)
- B. Work with TSD (as requested) in the evaluation of hauling methods within WGK for trash.
- C. Investigate the feasibility of selling used lever paks.

Attached for your information is a map showing the location of the proposed landfill site, the Old Sauget Sanitary Landfill, and the present site of the Sauget Sanitary Landfill. The last two are on the west (wrong) side of the levee. The chemical disposal area was not detailed on this map.

M.R.

M.R. Foresman
Environmental Control

dm

Attachments

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTING MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

HED 0000820

MC0 0546248

IN-10 REV. 11-85

HMSQ023

MONSANTO INSURANCE CO. ANY LITIGATION
 MAY BE SUBJECT TO ATTORNEY-CLIENT
 PRIVILEGE AND WORK-PRODUCT DOCTRINE
 PROTECTED MATERIAL: MONSANTO
 INSURANCE CO. LITIGATION

MAP OF THE COMMONFIELDS OF CAHOKIA AND ENVIRONS

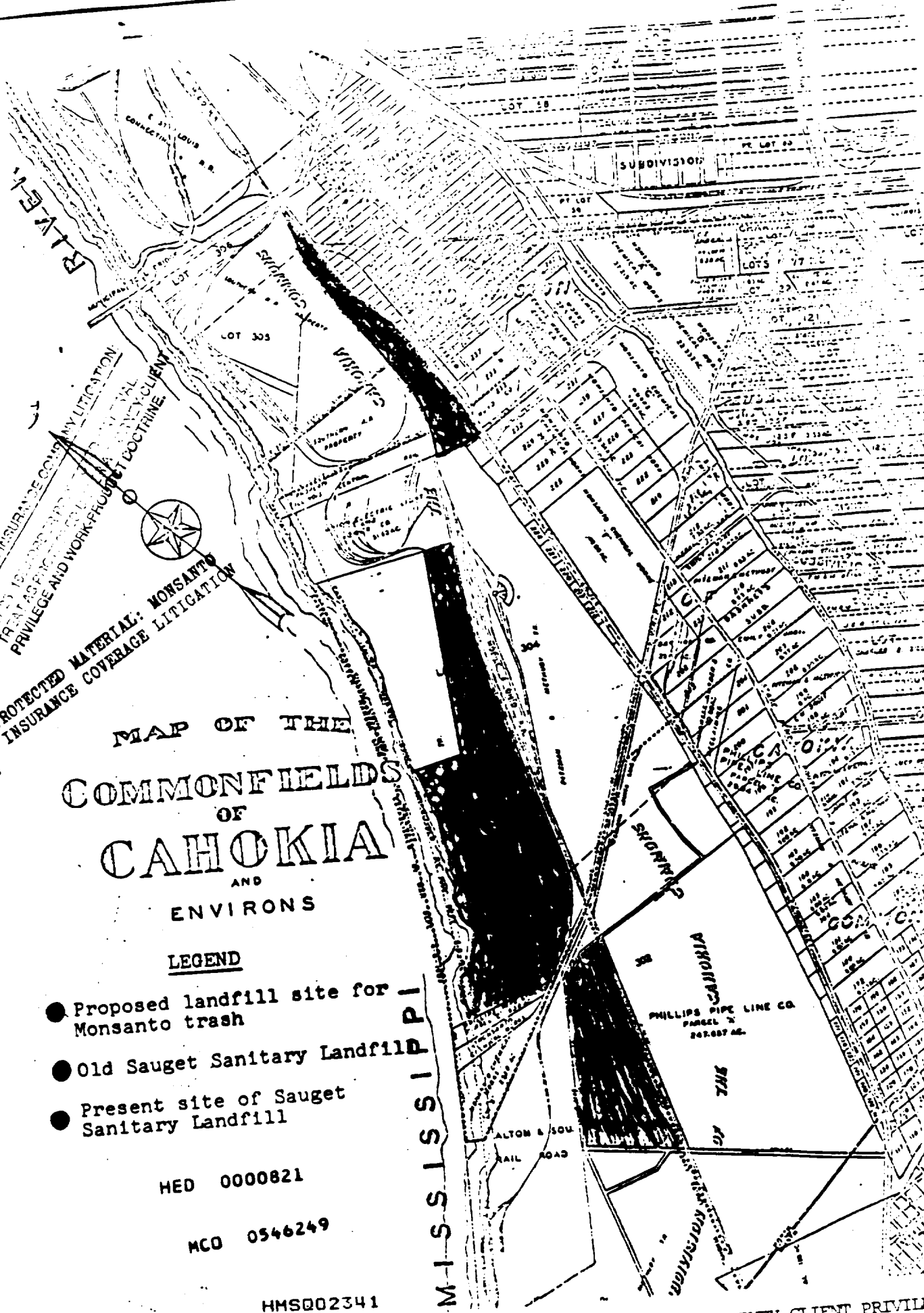
LEGEND

- Proposed landfill site for Monsanto trash
- Old Sauget Sanitary Landfill
- Present site of Sauget Sanitary Landfill

HED 0000821

MCO 0546249

HMS002341



COMPANY CONFIDENTIAL

CONTRACT NO. 02-03-0563

24

AGREEMENT FOR DUMPING PRIVILEGES

This Agreement made and entered into as of January 1, 1973, by and between SAUGET AND COMPANY, a Delaware corporation located in Sauget Village, St. Clair County, State of Illinois, hereinafter called "Sauget" and the MONSANTO COMPANY, a Delaware corporation with General Offices at St. Louis, Missouri, hereinafter called "Monsanto".

WITNESSETH THAT:

WHEREAS, Monsanto operates a chemical industry situated in Sauget Village, Centerville Township, St. Clair County, Illinois, and desires to dispose of refuse materials from said industry and

WHEREAS, Sauget is willing to permit the disposal of such refuse by Monsanto on Sauget's property upon the terms and conditions hereinafter set out,

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Sauget agrees as follows:

- a. To permit Monsanto to haul to said dump any or all refuse resulting from the normal operations at Monsanto's chemical plant.

Any refuse containing acid shall be neutralized with lime.

- b. To allow contractors performing work for Monsanto at its J. F. Queeny Plant and its W. G. Krummrich Plant to haul and dump refuse resulting from such work upon presentation of a permit issued by Monsanto identifying the contractor,

Monsanto will

the project involved and the term of such project. One permit shall be sufficient for each contractor for each project for the term of such project. Such contractor shall comply with all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Environmental Protection Agency or otherwise, and, in the event that such contractor violates any of said rules and regulations, Sauget may cancel such permit and, if it does so, shall notify Monsanto in writing of such cancellation.

- c. To permit at any time, day or night, including Saturdays, Sundays and Holidays, the unloading of the refuse which Monsanto or its contractors hauls to said dump and to furnish labor for the purpose of supervising and directing such unloading.
- d. To maintain the dump at all times in such condition as to allow the refuse to be freely unloaded without delay.
- e. To maintain at all times access for trucks to dump from the nearest improved road.
- f. To wash refuse container boxes at the dump when requested by Monsanto so long as

MCO 0546256

water is available, without cost, for use by Sauget.

Strike out

g. To operate the dump in full compliance with the rules and regulations of the Illinois Environmental Protection Agency.

h. To hold Monsanto harmless from and indemnify Monsanto against any and all liability, loss or expense that might arise by reason of damage to property or crops or injury to person or persons resulting directly or indirectly from the operation of said dump, from materials deposited therein or from Monsanto's use thereof.

i. To treat as Monsanto's confidential property and not use or disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the work hereunder, any information (including any technical information, experience or data) regarding Monsanto's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within the knowledge of Sauget or his employees in the performance of the work or which may be developed by Sauget in the course of Sauget's performance of the work

MCO 0546257

without in each instance securing the prior written consent of Monsanto.

Nothing herein, however, shall prevent Sauget from disclosing to others or using in any manner information which Sauget can show:

- (1) has been published and has become part of the public domain other than by acts or omissions of Sauget or his employees;
- (2) has been furnished or made known to Sauget by third parties as a matter of right and without restriction on disclosure; or
- (3) was in his possession at the time he entered into this Agreement and which was not acquired by Sauget directly or indirectly from Monsanto, its employees or its agents. Sauget shall restrict the knowledge of all information regarding the work to as few as possible of his employees (and only to those directly connected with the performing of the work) and shall also, upon request by Monsanto, cause such persons involved in the work on Sauget's behalf as Monsanto designates to sign individual secrecy agreements in a form satisfactory to Monsanto.

2. Monsanto agrees as follows:

- a. To pay to Sauget at the end of the year 1973 the sum of Eleven Thousand Dollars (\$11,000.00).
- b. To furnish cinders as they are available from the J. F. Queeny Plant and the W. G. Krummrich Plant. Such cinders are to be used in the maintenance of the dump as Monsanto deems necessary.
- c. All dumping at said dump by Monsanto and by its contractors shall be in conformity with any and all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Environmental Protection Agency or otherwise.

3. This agreement shall commence with the date set forth at its beginning and shall continue for a period of twelve (12) months unless sooner terminated by either party giving to the other party at least ninety (90) days' written notice of that party's intention to cancel same. This notice period is waived in the event either party is legally prevented from continued performance hereunder.

*Identify Ill.
EPA*

4. Should this Agreement be terminated prior to December 31, 1973, then payment shall be prorated on the basis of Eleven Thousand Dollars (\$11,000.00) per year for the year 1973.

MCO 0546259

IN WITNESS WHEREOF, this Agreement has been executed
on behalf of each party as of the day and year set forth at its
beginning.

MONSANTO COMPANY

SAUGET AND COMPANY

By _____

By _____

Title _____

Title _____

Witness _____

Witness _____

MCO 0546260

AGREEMENT FOR DUMPING PRIVILEGES

This Agreement made and entered into as of January 1, 1973, by and between SAUGET AND COMPANY, a Delaware corporation located in Sauget Village, St. Clair County, State of Illinois, hereinafter called "Sauget" and the MONSANTO COMPANY, a Delaware corporation with General Offices at St. Louis, Missouri, hereinafter called "Monsanto".

WITNESSETH THAT:

WHEREAS, Monsanto operates chemical industries situated in Sauget Village, Centerville Township, St. Clair County, Illinois, and at 1700 South Second Street, St. Louis, Missouri, and desires to dispose of refuse materials from said industries, and

WHEREAS, Sauget is willing to permit the disposal of such refuse by Monsanto on Sauget's property upon the terms and conditions hereinafter set out,

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Sauget agrees as follows:
 - a. To permit Monsanto to haul to said dump any or all refuse resulting from the normal operations at Monsanto's chemical plants.
 - b. To allow contractors performing work for Monsanto at its W. G. Krummrich Plant and its J. F. Queeny Plant to haul and dump refuse resulting from such work upon presentation of a permit issued by Monsanto identifying the contractor,

the project involved and the term of such project. One permit shall be sufficient for each contractor for each project for the term of such project. Such contractor shall comply with all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Environmental Protection Agency or otherwise, and, in the event that such contractor violates any of said rules and regulations, Sauget may cancel such permit and, if it does so, shall notify Monsanto in writing of such cancellation.

- c. To permit at any time, day or night, including Saturdays, Sundays and Holidays, the unloading of the refuse which Monsanto or its contractors hauls to said dump and to furnish labor for the purpose of supervising and directing such unloading.
- d. To maintain the dump at all times in such condition as to allow the refuse to be freely unloaded without delay.
- e. To maintain at all times access for trucks to dump from the nearest improved road.
- f. To wash refuse container boxes at the dump when requested by Monsanto so long as

MCO 0546262

water is available, without cost, for use by Sauget.

- g. To hold Monsanto harmless from and indemnify Monsanto against any and all liability, loss or expense that might arise by reason of damage to property or crops or injury to person or persons resulting directly or indirectly from the operation of said dump, from materials deposited therein or from Monsanto's use thereof.
- h. To treat as Monsanto's confidential property and not use or disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the work hereunder, any information (including any technical information, experience or data) regarding Monsanto's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within the knowledge of Sauget or his employees in the performance of the work or which may be developed by Sauget in the course of Sauget's performance of the work

MCO 0546263

without in each instance securing the prior written consent of Monsanto.

Nothing herein, however, shall prevent Sauget from disclosing to others or using in any manner information which Sauget can show:

- (1) has been published and has become part of the public domain other than by acts or omissions of Sauget or his employees;
- (2) has been furnished or made known to Sauget by third parties as a matter of right and without restriction on disclosure; or
- (3) was in his possession at the time he entered into this Agreement and which was not acquired by Sauget directly or indirectly from Monsanto, its employees or its agents. Sauget shall restrict the knowledge of all information regarding the work to as few as possible of his employees (and only to those directly connected with the performing of the work) and shall also, upon request by Monsanto, cause such persons involved in the work on Sauget's behalf as Monsanto designates to sign individual secrecy agreements in a form satisfactory to Monsanto.

MCO 0546264

2. Monsanto agrees as follows:

- a. To pay to Sauget at the end of the year 1973 the sum of Eleven Thousand Dollars (\$11,000.00).
- b. To furnish cinders as they are available from the W. G. Krummrich Plant and the J. F. Queeny Plant. Such cinders are to be used in the maintenance of the dump as Monsanto deems necessary.
- c. To neutralize with lime any refuse containing acid.
- d. All dumping at said dump by Monsanto and by its contractors shall be in conformity with any and all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Environmental Protection Agency or otherwise.

3. This Agreement shall commence with the date set forth at its beginning and shall continue for a period of twelve (12) months unless sooner terminated by either party giving to the other party at least ninety (90) days' written notice of that party's intention to cancel same. This notice period is waived in the event the Illinois Environmental Protection Agency shall prevent either party from continued performance hereunder.

4. Should this Agreement be terminated prior to December 31, 1973, then payment shall be pro-rated on the basis of Eleven Thousand Dollars (\$11,000.00) per year for the year 1973.

MCO 0546265

IN WITNESS WHEREOF, this Agreement has been executed
on behalf of each party as of the day and year set forth at its
beginning.

MONSANTO COMPANY

SAUGET AND COMPANY

By _____

By _____

Title _____

Title _____

Witness _____

Witness _____

MCO 0546266

AGREEMENT FOR DUMPING PRIVILEGES

This Agreement made and entered into as of January 1, 1971, by and between SAUGET AND COMPANY, a Delaware corporation located in Sauget Village, St. Clair County, State of Illinois, hereinafter called "Sauget" and the MONSANTO COMPANY, a Delaware corporation with General Offices at St. Louis, Missouri, hereinafter called "Monsanto".

WITNESSETH THAT:

WHEREAS, Monsanto operates a chemical industry situated in Sauget Village, Centerville Township, St. Clair County, Illinois, and desires to dispose of refuse materials from said industry,

WHEREAS, Sauget is willing to permit the disposal of said refuse by Monsanto on Sauget's property upon the terms and conditions hereinafter set out,

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Sauget agrees as follows:

- a. To permit Monsanto to haul to said dump any or all refuse resulting from the normal operations at Monsanto's chemical plant. Any refuse containing acid shall be neutralized with lime.
- b. To allow contractor performing work for Monsanto at W. G. Krummrich Plant to haul and dump refuse resulting from such work upon presentation of a permit issued by Monsanto identifying the contractor, the project involved and the

(*)

of such project. One permit shall be sufficient for each contractor for each project for the term of such project. Such contractor for each project for the term of such project. Such contractor shall comply with all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Department of Public Health or otherwise, and, in the event that such contractor violates any of said rules and regulations, Sauget may cancel such permit and, if it does so, shall notify Monsanto in writing of such cancellation.

c. To permit at any time, day or night, including Saturdays, Sundays and Holidays, the unloading of the refuse which Monsanto or its contractors hauls to said dump and to furnish labor for the purpose of allowing access to said dump by Monsanto or its contractors for such purpose, and for the purpose of supervising and directing such unloading.

d. To maintain the dump at all times in such condition as to allow the refuse to be freely unloaded without delay.

e. To maintain at all times access for trucks to the dump from the nearest improved road.

f. To wash refuse container boxes at the dump when requested by Monsanto so long as water is available, without cost, for use by Sauget.

(*)

g. To operate the dump in full compliance with The Rules and Regulations of the Illinois Department of Public Health.

MCO 0546214

(*) See EXHIBIT A.

h. To hold Monsanto harmless from and indemnify Monsanto against any and all liability, loss or expense that might arise by reason of damage to property or crops or injury to person or persons resulting directly or indirectly from the operation of said dump, from materials deposited therein or from Monsanto's use thereof.

i. To treat as Monsanto's confidential property and not use or disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the work hereunder, any information (including any technical information, experience or data) regarding Monsanto's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within the knowledge of Sauget or his employees in the performance of the work or which may be developed by Sauget in the course of Sauget's performance of the work without in each instance securing the prior written consent of Monsanto. Nothing herein, however, shall prevent Sauget from disclosing to others or using in any manner information which Sauget can show:

(1) has been published and has become part of the public domain other than by acts or omissions of Sauget or his employees;

(2) has been furnished or made known to Sauget by third parties as a matter of right and without restriction on disclosure; or

(3) was in his possession at the time he entered into this Agreement and which was not acquired by Sauget

MCO 0546215

directly or indirectly from Monsanto, its employees or its agents. Sauget shall restrict the knowledge of all information regarding the work to as few as possible of his employees (and only to those directly connected with the performing of the work) and shall also, upon request by Monsanto, cause such persons employed in the work on Sauget's behalf to execute and sign individual secrecy agreements in a form acceptable to Monsanto.

2. Monsanto agrees as follows:

- a. To pay to Sauget at the end of the year 1971 Eight Thousand Dollars (\$8,000.00).
- b. To furnish cinders as they are available from the dump at Plant. Such cinders are to be used for the dump as Monsanto deems proper.
- c. All dumping at said dump by Monsanto shall be in conformity with the rules and regulations applicable to said dump as promulgated by the Illinois Department of Public Health.

3. This Agreement shall commence with the beginning of the year 1971 and shall continue for a period of one year unless sooner terminated by either party giving at least ninety (90) days' written notice of termination to the other party.

MCO 0546216

SIT

4. Should this Agreement be terminated prior to December 31, 1972, then payment shall be prorated on the basis of Eight Thousand Dollars (\$8,000.00) per year for the year 1972.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of each party as of the day and year set forth at its beginning.

MONSANTO COMPANY

SAUGET AND COMPANY

By R. C. Miller
Title Purchasing Supt.
Witness Paul Sanderson

By Paul Saug, Jr.
Title President
Witness Betty J. Long

MCO 0546217

VILLAGE OF SAUGET

PAUL SAUGET
Mayor

2897 MONSANTO AVENUE
SAUGET, ILLINOIS 62206

Area Code 618
337-3267

February 18, 1972

Mr. R. A. Miller
Monsanto Company
1700 South Second Street
St. Louis, Missouri 63177

Re: Contract No. 02-03-0517

Dear Dick:

Enclosed herewith is the signed Agreement for
Dumping Privileges that you sent me.

There is a mistake in the contract in that the
Illinois Department of Public Health no longer
has control over landfill sites. It is now the
Environmental Protection Agency.

R.A. Miller
2/24/72

Sincerely,



PAUL SAUGET

PS/b1

MCO 0546218

Monsanto

ORGANIC CHEMICALS DIVISION

Monsanto Company
1700 South Second Street
St. Louis, Missouri 63177
Phone (314) 621-4000

24

March 18, 1971

Mr. Paul Sauget
Sauget and Company
2700 Queeny Avenue
Sauget, Illinois, 62206

Subject: WASTE DISPOSAL AGREEMENT
DATED JANUARY 1, 1970

Dear Paul:

Pursuant to the conditions of subject contract, we hereby deliver notice of our desire to suspend the permission previously granted Sauget and Company to remove metal drums, effective March 24, 1971, for a period of six (6) months.

Please acknowledge. Thank you very much.

Yours truly,

Dick

R. A. Miller
Purchasing Supervisor

RAM:rs

CC: ~~HEISLER~~ Rayfield - WGK
P. Heisler - WGK
B. R. Williams - WGK

MCO 0546192

September 1, 1971

Mr. Paul Sauget
Sauget and Company
2700 Queeny Avenue
Sauget, Illinois, 62208

Subject: WASTE DISPOSAL AGREEMENT
DATED JANUARY 1, 1970

Dear Paul:

Subsequent to our letter of March 18, 1971 which conveyed our suspension of permission to remove metal drums, we hereby suspend this permission for the duration of subject contract.

Please acknowledge. Thank you very much.

Yours truly,

R. A. Miller
Purchasing Supervisor

RAM:rs

CC: H. Rayfield - WGK
P. Heisler - WGK
B. R. Williams - WGK

Enclosure

MCO 0546193

March 18, 1971

Mr. Paul Sauget
Sauget and Company
2700 Queeny Avenue
Sauget, Illinois, 62206

Subject: WASTE DISPOSAL AGREEMENT
DATED JANUARY 1, 1970

Dear Paul:

Pursuant to the conditions of subject contract, we hereby deliver notice of our desire to suspend the permission previously granted Sauget and Company to remove metal drums, effective March 24, 1971, for a period of six (6) months.

Please acknowledge. Thank you very much.

Yours truly,

R. A. Miller
Purchasing Supervisor

RAM:rs

CC: H. Rayfield - WGK
P. Heisler - WGK
B. R. Williams - WGK XFM 8/13

MCO 0546194

PROCEDURE FOR DISPOSAL OF Hg CONTAMINATED MATERIAL

A. Hg contaminated steel & PVC piping

1. All scrap material & piping from dismantling operations should be visually inspected for recoverable Hg and then physically reduced or cut up into small straight sections to allow for easy burial.
2. The scrap material should then be loaded into a "water tight" dumpster box for hauling to the chemical waste landfill. Harry Rayfield (ext. 521) should be contacted prior to hauling so that he can ensure the proper burial of the contaminated material.

B. Dismantled electrical equipment containing Hg

1. Electrical equipment which has been dismantled and scrapped by the Instrument Shop for the removal of Hg should be collected in a "water tight" container for removal to the chemical waste landfill. The container could either be a 55 gal. drum or dumpster box depending on the quantity of scrap material.
2. Again, Harry Rayfield (ext. 521) should be contacted prior to hauling so that he can ensure the proper burial of the contaminated material.

All Hg contaminated scrap material should be hauled to the chemical waste landfill prior to 12:00 noon on any one day to allow the site operator sufficient time to properly cover the scrap material that afternoon. Conformance with this rule will help to eliminate and discourage after hours salvaging by non-Monsanto personnel.

M. R. Foresman
7-13-71

MCO 0546195

Monsanto, Illinois

July 5, 1966

Landfill Operation

Messrs.

P. F. Gatens

G. E. Murray - Queeny Plant

E. P. Stretch - Queeny Plant

24

Mr. L. J. Steber
J. P. Queeny Plant

The attached amendment to our waste disposal agreement with Sauget and Company became effective June 1, 1966.

Consequently, Queeny Plant's share of the operating cost (41% of the total cost) was increased to \$1476/month commencing June 1, 1966, and will be further increased to \$1537/50/month commencing January 1, 1967, and continuing through the termination of the contract.

Please reflect these changes in your distribution sheet which is forwarded to me each month to be used in invoice approval.

✓ J. C. Smith

jvn

*Check
about Queeny
present cost!*

MCD 0546005

Monsanto
C O M P A N Y

Monsanto, Illinois 62201
(618) BRIDGE 1-5835

May 26, 1966

Sauget & Company
2902 Monsanto Avenue
Monsanto, Illinois

ATTENTION: Mr. Paul Sauget

SUBJECT: Toxic Dump

Dear Mr. Sauget:

This shall serve as an amendment to our waste disposal agreement dated January 1, 1964, in which Monsanto agrees to increase the monthly payment from \$3,000/month to \$3,600/month commencing on the first of June, 1966, and increasing to \$3,750/month commencing January 1, 1967 and running through to the termination of the contract.

All other terms and conditions to remain unchanged.


Please sign one copy of this letter and return for our files.

Sincerely,


H. B. Lanser
Purchasing Agent

HRL:vs

APPROVED for Sauget and Company:


Date May 31, 1966

MCO 0546006

Monsanto

FROM (NAME & LOCATION): R. A. Miller - JFQ/WGK Purchasing

DATE December 1, 1972

cc W. C. Petty - JFQ

24

SUBJECT CONTRACT NO. 02-03-0563
1973 SOLID WASTE DISPOSAL
SAUGET AND COMPANY

REFERENCE

TO : MESSRS.: J. W. Brown - JFQ
B. B. Byrne - JFQ
T. W. Dalton - WGK
C. N. Deubner - WGK
M. R. Foresman - WGK
P. F. Gatens - JFQ
J. F. Hart - WGK
P. E. Heisler - WGK
D. C. Malm - JFQ
R. G. Moody - WGK
A. E. Peterson - JFQ
~~M. G. Rayfield~~ - ~~WGK~~
M. T. Schade - JFQ
M. J. Smid - JFQ
L. W. Sprandel - WGK
G. W. Watson - WGK
R. L. Wiese - JFQ
B. R. Williams - WGK

Enclosed is a copy of our 1973 "trash dump" contract with Sauget and Company. 1972 pricing of \$11,000 per annum (\$8M for WGK and \$3M for JFQ) remains in effect. If you have any comments or questions, please call me.

Dick

R. A. Miller

/rs
encls.

MCO 0546120

AGREEMENT FOR DUMPING PRIVILEGES

This Agreement made and entered into as of January 1, 1973, by and between SAUGET AND COMPANY, a Delaware corporation located in Sauget Village, St. Clair County, State of Illinois, hereinafter called "Sauget" and the MONSANTO COMPANY, a Delaware corporation with General Offices at St. Louis, Missouri, hereinafter called "Monsanto".

WITNESSETH THAT:

WHEREAS, Monsanto operates chemical industries situated in Sauget Village, Centerville Township, St. Clair County, Illinois, and at 1700 South Second Street, St. Louis, Missouri, and desires to dispose of refuse materials from said industries, and

WHEREAS, Sauget is willing to permit the disposal of such refuse by Monsanto on Sauget's property upon the terms and conditions hereinafter set out,

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Sauget agrees as follows:

- a. To permit Monsanto to haul to said dump any or all refuse resulting from the normal operations at Monsanto's chemical plants.
- b. To allow contractors performing work for Monsanto at its W. G. Krummrich Plant and its J. F. Queeny Plant to haul and dump refuse resulting from such work upon presentation of a permit issued by Monsanto identifying the contractor,

MCO 0546121

the project involved and the term of such project. One permit shall be sufficient for each contractor for each project for the term of such project. Such contractor shall comply with all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Environmental Protection Agency or otherwise, and, in the event that such contractor violates any of said rules and regulations, Sauget may cancel such permit and, if it does so, shall notify Monsanto in writing of such cancellation.

- c. To permit at any time, day or night, including Saturdays, Sundays and Holidays, the unloading of the refuse which Monsanto or its contractors hauls to said dump and to furnish labor for the purpose of supervising and directing such unloading.
- d. To maintain the dump at all times in such condition as to allow the refuse to be freely unloaded without delay.
- e. To maintain at all times access for trucks to dump from the nearest improved road.
- f. To wash refuse container boxes at the dump when requested by Monsanto so long as

MCO 0546122

water is available, without cost, for use by Sauget.

- g. To hold Monsanto harmless from and indemnify Monsanto against any and all liability, loss or expense that might arise by reason of damage to property or crops or injury to person or persons resulting directly or indirectly from the operation of said dump, from materials deposited therein or from Monsanto's use thereof.
- h. To treat as Monsanto's confidential property and not use or disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the work hereunder, any information (including any technical information, experience or data) regarding Monsanto's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within the knowledge of Sauget or his employees in the performance of the work or which may be developed by Sauget in the course of Sauget's performance of the work

MCO 0546123

without in each instance securing the prior written consent of Monsanto.

Nothing herein, however, shall prevent Sauget from disclosing to others or using in any manner information which Sauget can show:

- (1) has been published and has become part of the public domain other than by acts or omissions of Sauget or his employees;
- (2) has been furnished or made known to Sauget by third parties as a matter of right and without restriction on disclosure; or
- (3) was in his possession at the time he entered into this Agreement and which was not acquired by Sauget directly or indirectly from Monsanto, its employees or its agents. Sauget shall restrict the knowledge of all information regarding the work to as few as possible of his employees (and only to those directly connected with the performing of the work) and shall also, upon request by Monsanto, cause such persons involved in the work on Sauget's behalf as Monsanto designates to sign individual secrecy agreements in a form satisfactory to Monsanto.

2. Monsanto agrees as follows:

- a. To pay to Sauget at the end of the year 1973 the sum of Eleven Thousand Dollars (\$11,000.00).
- b. To furnish cinders as they are available from the W. G. Krummrich Plant and the J. F. Queeny Plant. Such cinders are to be used in the maintenance of the dump as Monsanto deems necessary.
- c. To neutralize with lime any refuse containing acid.
- d. All dumping at said dump by Monsanto and by its contractors shall be in conformity with any and all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Environmental Protection Agency or otherwise.

3. This Agreement shall commence with the date set forth at its beginning and shall continue for a period of twelve (12) months unless sooner terminated by either party giving to the other party at least ninety (90) days' written notice of that party's intention to cancel same. This notice period is waived in the event the Illinois Environmental Protection Agency shall prevent either party from continued performance hereunder.

4. Should this Agreement be terminated prior to December 31, 1973, then payment shall be prorated on the basis of Eleven Thousand Dollars (\$11,000.00) per year for the year 1973.

MCO 0546125

IN WITNESS WHEREOF, this Agreement has been executed
on behalf of each party as of the day and year set forth at its
beginning.

MONSANTO COMPANY

By R.G. Miller
Title Purchasing Supt.
Witness René Sanders

SAUGET AND COMPANY

By Paul Sauguet
Title President
Witness Betty J. Long

MCO 0546126

LEGIBLY.

Monsanto

C O M P A N Y

PURCHASING DEPARTMENT

Sauget, Illinois 62201

REQUISITION
**PURCHASE
ORDER**DATE MATERIAL REQUIRED
AT PLANT SITE.

1973

OR SOONER

DATE

12/27/72

PURCHASE ORDER NUMBER

B-33,739

PLEASE SHOW THIS ORDER NUMBER ON EACH
INVOICE, PACKAGE, BILL OF LADING, AND
SHIPPING NOTICE.

— BILLING INSTRUCTIONS —

FORWARD TO ADDRESS AT TOP OF THIS FORM

1. ACKNOWLEDGEMENT OF ORDER GIVING SHIPPING DATE
2. BILL OF LADING IN DUPLICATE
3. INVOICE IN DUPLICATE PRICING EACH ITEM SEPARATELY
4. MAIL INVOICES C/O ACCOUNTING DEPT.

— SHIPPING INSTRUCTIONS —

1. DELIVER BETWEEN 8 A.M. AND 3 P.M. MONDAY THROUGH FRIDAY
2. SHIP CHEAPEST ROUTING UNLESS OTHERWISE SPECIFIED
3. ON LOCAL DELIVERIES SURRENDER DELIVERY TICKET

← NOTE →

F.O.B.

PLANT

VIA

VENDOR

TERMS

NET 30

7154501

V
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N
D
O
R

SAUGET AND COMPANY
1431 QUEENY STREET
SAUGET, ILLINOIS, 62201

S
H
I
P
T
O**MONSANTO COMPANY**

W. G. Krummrich Plant

Sauget, Illinois 62201

618/271-5835

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE
			THIS ORDER COVERS THE COST OF SERVICES AS PROVIDED	
			BY SAUGET AND COMPANY PER CONTRACT #02-03-0565.	
			SANITARY LANDFILL	
			END OF EACH MONTH	\$4,100.00

SALES TAX APPLIES:
ADD TO INVOICE ☐USE TAX APPLIES:
ADD TO INVOICE ☐PURCHASE EXEMPT
FROM SALES/USE TAX ☐**Monsanto**

BY SHIPPING THE ABOVE GOODS OR BY ACKNOWLEDGING
RECEIPT OF THIS ORDER, HEREAFTER CALLED "CONTRACT,"
YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH
ON THE FACE SIDE AND THE REVERSE SIDE HEREOF. ANY
DIFFERENT OR ADDITIONAL TERMS IN YOUR ACCEPTANCE OF
THIS OFFER ARE HEREBY OBJECTED TO.

MONSANTO COMPANY

BY

H. J. Mayes

DATE

INQUIRY NO.

APPROVAL

BUYER

WCP/RS

SAFETY JOB? ☐ YES ☐ NOPOLLUTION CONTROL? ☐ YES ☐ NO

DATE MATERIAL RECEIVED

COMP. SHIPMENT

PART SHIPMENT

UNLOAD AT

DELIVER TO (LOCATION)

→ STANDARDS APPROVAL

DEPT.

ESTIMATE NO.

REQUISITIONER

NAME TO BE PRINTED CLEARLY

H. RAYFIELD/PETTY/MAYES

53	ACCOUNT				AMOUNT	C	TAX	N	MATERIAL	QUANTITY	OTHER
DIV.	LOC.	MAIN	SUB	CLASS		R	CODE	D			DETAIL
2	03	914	23	804							

PU - 34 Revised 1/72

MCO 0546127

ESTIMATED COST

\$

REQUISITIONER: FILL IN KNOWN DATA WITH PEN OR SOFT SHARP PENCIL. PRESS FIRMLY FOR CLEAR IMAGE. PLEASE PRINT LEGIBLY.

Monsanto

COMPANY

PURCHASING DEPARTMENT

Sauget, Illinois 62201

REQUISITION
PURCHASE
ORDER

DATE MATERIAL REQUIRED
AT PLANT SITE.

1973

OR SOONER

← NOTE →

DATE

12/27/72

PURCHASE ORDER NUMBER

B-33,741

PLEASE SHOW THIS ORDER NUMBER ON EACH INVOICE, PACKAGE, BILL OF LADING, AND SHIPPING NOTICE.

- BILLING INSTRUCTIONS -

FORWARD TO ADDRESS AT TOP OF THIS FORM

1. ACKNOWLEDGEMENT OF ORDER GIVING SHIPPING DATE
2. BILL OF LADING IN DUPLICATE
3. INVOICE IN DUPLICATE PRICING EACH ITEM SEPARATELY
4. MAIL INVOICES C/O ACCOUNTING DEPT.

- SHIPPING INSTRUCTIONS -

1. DELIVER BETWEEN 8 A.M. AND 3 P.M. MONDAY THROUGH FRIDAY
2. SHIP CHEAPEST ROUTING UNLESS OTHERWISE SPECIFIED
3. ON LOCAL DELIVERIES SURRENDER DELIVERY TICKET

F.O.B.

SITE

VIA

MONSANTO

TERMS

NET 30

V
E
N
D
O
R

7154501

SAUGET AND COMPANY
1431 QUEENY AVENUE
SAUGET, ILLINOIS, 62201

S
H
I
P
T
O

MONSANTO COMPANY

W. G. Krummrich Plant

Sauget, Illinois 62201

618/271-5835

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE
			THIS ORDER COVERS THE ANNUAL COST OF DUMPING	
			PRIVILEGES AT THE SAUGET SOLID WASTE FACILITIES	
			FOR 1973 (TRASH DUMP)	\$8,000/YR. (LOT PRICE)
			REFERENCE: CONTRACT #02-03-0563	

SALES TAX APPLIES: ☐ ADD TO INVOICEUSE TAX APPLIES: ☐ ADD TO INVOICEPURCHASE EXEMPT FROM SALES/USE TAX ☒

BY SHIPPING THE ABOVE GOODS OR BY ACKNOWLEDGING RECEIPT OF THIS ORDER, HEREAFTER CALLED "CONTRACT," YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH ON THE FACE SIDE AND THE REVERSE SIDE HEREOF. ANY DIFFERENT OR ADDITIONAL TERMS IN YOUR ACCEPTANCE OF THIS OFFER ARE HEREBY OBJECTED TO.

MONSANTO COMPANY

N. J. Mayes

DATE	INQUIRY NO.	APPROVAL	BUYER WCP/rs	SAFETY JOB? <input type="checkbox"/> YES <input type="checkbox"/> NO
DATE MATERIAL RECEIVED	COMP. SHIPMENT PART SHIPMENT	UNLOAD AT		POLLUTION CONTROL? <input type="checkbox"/> YES <input type="checkbox"/> NO
				DELIVER TO (LOCATION) WGK PLANT

→ STANDARDS APPROVAL

DEPT.
832

ESTIMATE NO.

REQUISITIONER NAME TO BE PRINTED CLEARLY

H. RAYFIELD/PETTY

53	ACCOUNT					AMOUNT	C	TAX	N	MATERIAL	QUANTITY	OTHER
DIV.	LOC.	MAIN	SUB	CLASS			R	CODE	D			DETAIL
2	03	913	44	847								

MCO 0546128

PU - 34 Revised 1/72

Monsanto

MONSANTO INDUSTRIAL CHEMICALS CO.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63168
Phone: (314) 694-1000

24

December 29, 1972

Sauget & Company
2700 Monsanto Avenue
Sauget, Illinois

RE: EXTENSION OF LEASE

Gentlemen:

Reference is hereby made to that certain Lease dated January 1, 1970, with a term of three years, between Monsanto Company as Lessor and Sauget & Company as Lessee by which Monsanto leased certain lands situated in the Village of Sauget, County of St. Clair, State of Illinois, bounded on the North by Riverview Avenue; on the East by a 230 KV transmission line of Union Electric Company; on the South by other land of Monsanto and on the West by an existing unimproved road, containing approximately 22 acres and more particularly described in said Lease.

This letter will serve to indicate our agreement to extend the term of the above mentioned Lease for an additional period of three years, expiring on December 31, 1975.

All the other terms, conditions and provisions contained in said Lease shall continue in full force and effect during all of said extended term, unless sooner terminated as provided in paragraph 7 of said Lease.

If this letter properly expresses our agreement with respect to the extension of said Lease, please so indicate by

a unit of Monsanto Company

MCO 0546115

Sauget & Company

- 2 -

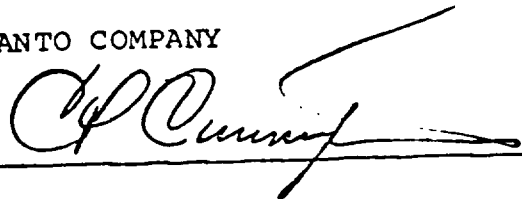
December 29, 1972

signing on the line provided below and by returning a copy
to the writer.

Yours very truly,

MONSANTO COMPANY

BY



pp

Extension Accepted and
Agreed to as of
December 29, 1972:

SAUGET & COMPANY

BY

MCO 0546116

CERTIFIED MAIL

May 7, 1973

IN REPLY REFER TO:
ST. CLAIR COUNTY - Land Pollution Control
Sauget/Sauget Toxic Dump

Mr. Paul Sauget
Sauget and Company
2902 Monsanto Avenue
Sauget, Illinois 62206

Dear Mr. Sauget:

An investigation of an alleged violation of the Environmental Protection Act involving your property located on property owned by Monsanto Company off Riverview Avenue in Sauget, Illinois was made on April 24, and 25, 1973.

The inspections disclosed the following conditions which may constitute violations of the Illinois Environmental Protection Act and Rules and Regulations for Refuse Disposal Sites and Facilities:

A refuse disposal site was being operated without a valid permit from this Agency, in apparent violation of the Environmental Protection Act.

Open dumped chemical barrels were observed.

The cinders and ash which you were using for cover material is not in accordance with the Rules and Regulations.

Refuse was not being satisfactorily covered.

The site is subject to flooding by the Mississippi River.

The finished areas of your landfill have not received satisfactory final cover.

Chemical barrels were observed to be present in pools of ponded chemicals and water.

The holding pits constructed to segregate specific liquid chemicals were observed to be inefficient, in that the area on the site used for liquid chemicals disposal was effectively one large pond of chemicals and water.

MCO 0546131

Mr. Paul Sauget

Page -2-


May 7, 1973

The Agency is considering presentation of the results of this investigation to the Pollution Control Board pursuant to the enforcement provisions of the Environmental Protection Act.

If you desire, you may report in writing, to the undersigned, any facts which you feel indicate that the above noted results of our investigation are incorrect.

Very truly yours,

ENVIRONMENTAL PROTECTION AGENCY


C. E. Clark, Manager
Surveillance Section
Division of Land Pollution Control

KGM:me

cc IV

cc: Monsanto Company /
c/o Michael Foresman
Sauget, Ill

MCO 0546132

Monsanto

INVOICE DISTRIBUTION

VENDOR NUMBER:

PURCHASE ORDER NUMBER:

B 33739

53	ACCOUNT					AMOUNT		C	TAX	N	MATERIAL	QUANTITY			OTHER	
DIV	LOC	MAIN	SUB	CLASS				R	CODE	D	CODE				TYPE	DETAIL
2	3	914	23	804		4122.00										

PHONE: 337-4600

PHONE: 332-1863

SAUGET & COMPANY

2902 MONSANTO AVE. SAUGET, ILLINOIS 62206

DATE May 11, 1973

TO

Monsanto Company
Accounting Department
Sauget, Illinois 62206

B 33739

INVOICE N^o 12502

YOUR ORDER NO.

TERMS

Date		Reference		Amount
Hauling:				
<u>Date</u>	<u>Loads</u>	<u>Rate for Truck</u>	<u>Price of Dirt</u>	
4-25	3	\$13.00	\$3.00	\$ 48.00
4-26	15	13.00	3.00	240.00
4-26	143	12.00	2.00	2,000.00
4-27	131	12.00	2.00	1,834.00
Total:				\$ 4,122.00

chase

[Signature]
5/11

chye

[Signature]
5/16/73

MCO 0546133

Night Supts

IF YOU HAVE PROBLEMS ON THE LANDFILL.
AND NEED HELP FROM SAUGET'S PEOPLE, THE
FOLLOWING ORDER OF NUMBERS ARE THE BEST
TO CALL:

- 1ST - CALL THE LANDFILL AT ³³⁷⁻⁴⁶⁰⁰ ~~332-6959~~ TO
SEE IF THEY HAVE A "CAT DRIVER ON OR
SOMEONE WHO CAN HELP
- 2ND - CALL BOB DAILEY AT 332-0640 - HE IS
MR SAUGET'S LANDFILL FOREMAN AND CAN
ALSO OPERATE THE CATS.
- 3RD - CALL MR. SAUGET AT 337-6057
- 4TH - CALL ME AT 332-1895 - IF YOU CANT
GET THE FIRST THREE I CAN DRIVE
THE CAT OR ARRANGE FOR A WRECKER
OR WHAT WE NEED

Harry Rayfield

MCO 0546134

PHONE: 337-4600

PHONE: 332-1863

SAUGET & COMPANY
2902 MONSANTO AVE. SAUGET, ILLINOIS 62206

24

B 33, 139

DATE December 14, 1971

TO

Monsanto Company
Accounting Department
Sauget, Illinois 62201

INVOICE No 11339

YOUR ORDER NO. Contract No.
02-03-0375

TERMS

Date	Reference	Amount
	Dumping privileges Solid Waste Facilities for the year 1971.	\$ 10,000.00
<p><i>4/5 Repaid 12/15/71</i></p> <p><i>CHARGE 2-3-91344-847</i></p>		
MCO 0546081		

PHONE: 337-4600

PHONE: 332-1863

SAUGET & COMPANY
2902 MONSANTO AVE. SAUGET, ILLINOIS 62206

DATE November 29, 1971

TO

Monsanto Co.
Accounting Department
Sauget, Illinois 62206

INVOICE N^o 11306

YOUR ORDER NO.

TERMS

Date	Reference			Amount
Truck Rental: (Hauling cover material)				
November 1971				
11-	Loader & two trucks	\$ 10.00 ea. per hr.	4 hrs.	\$ 120.00
17-	Loader & two trucks	\$ 10.00 ea. per hr.	8 hrs.	240.00
17-	One truck	\$ 10.00 ea. per hr.	4 hrs.	40.00
18-	Loader & two trucks	\$ 10.00 ea. per hr.	4 hrs.	120.00
19-	Loader & two trucks	\$ 10.00 ea. per hr.	6 hrs.	180.00
20-	Loader & two trucks	\$ 10.00 ea. per hr.	6 hrs.	180.00
				<u>\$ 880.00</u>

H. J. Augelli
CHCE 2-3-91344- 804
11/2/71

MCO 0546082

PHONE: 337-4600

PHONE: 332-1863

SAUGET & COMPANY

2902 MONSANTO AVE. SAUGET, ILLINOIS 62206

DATE September 15, 1971

TO

Monsanto Co.
Accounting Department
Sauget, Illinois 62206
Attn: Mr. Harry Rayfield

INVOICE N^o 11039

YOUR ORDER NO.

TERMS

Date	Reference			Amount
Truck rental: (Hauling cover material)				
8-9-71	Loader & two trucks	\$ 10.00 ea.	8 hrs.	\$ 240.00
8-10-71	Loader & two trucks	\$ 10.00 ea.	4 hrs.	\$ 120.00
8-11-71	Loader & three trucks	\$ 10.00 ea.	8 hrs.	\$ 320.00
8-13-71	Loader & two trucks	\$ 10.00 ea.	8 hrs.	\$ 240.00
8-16-71	Loader & two trucks	\$ 10.00 ea.	4 hrs.	\$ 120.00
8-18-71	Loader & two trucks	\$ 10.00 ea.	8 hrs.	\$ 240.00
8-27-71	Loader & two trucks	\$ 10.00 ea.	4 hrs.	\$ 120.00

CHARGE 2-3-91344-804

Total:

\$ 1,400.00

9/20/71 H.B.R.

MCO 0546083

PHONE: 337-4600
332-1863

SAUGET & COMPANY

2902 MONSANTO AVENUE

SAUGET, ILLINOIS 62206

B-33741

DATE Dec. 7, 1970

TO

Monsanto Company
Accounting Department
Sauget, Illinois 62201

order

~~P.O. # B-9177~~

INVOICE NO 10725

YOUR ORDER NO Contract No.
02-03-0375

TERMS

Date	Reference	Amount
	Dumping privileges Solid Waste Facilities for the year 1970.	\$10,000.00
	12-8-70 OK - C/M 2-3-91344-947 \$10,000.00	

MCO 0546084

PHONE: 337-4600
332-1863

SAUGET & COMPANY

2902 MONSANTO AVENUE SAUGET, ILLINOIS 62206

DATE NOV. 4, 1969

TO [

Monsanto Company
Accounting Department
Sauget, Illinois 62201

INVOICE NO 10420

YOUR ORDER NO.

TERMS

Date	Reference	Amount
Hauling cover material into the Liquid Waste Facilities.		
Aug. 5, 1969		
1 truck 3 hrs. @ \$10.50 per hr.		\$ 84.00
Aug. 6, 1969		
1 truck 8 hrs. @ \$10.50 per hr.		84.00
Oct. 20, 1969		
1 Hilift 3 hrs. @ \$15.00 per hr.		120.00
2 trucks 3 hrs. each @ \$10.50 per hr.		168.00
2-3-913.44-804 <i>HR</i> 11-6-69		
Total		\$456.00

MCO 0546085

AGREEMENT FOR DUMPING PRIVILEGES

This Agreement made and entered into as of January 1, 1972, by and between SAUGET AND COMPANY, a Delaware corporation located in Sauget Village, St. Clair County, State of Illinois, hereinafter called "Sauget" and the MONSANTO COMPANY, a Delaware corporation with General Offices at St. Louis, Missouri, hereinafter called "Monsanto".

WITNESSETH THAT:

WHEREAS, Monsanto operates a chemical industry situated in Sauget Village, Centerville Township, St. Clair County, Illinois, and desires to dispose of refuse materials from said industry, and

WHEREAS, Sauget is willing to permit the disposal of such refuse by Monsanto on Sauget's property upon the terms and conditions hereinafter set out,

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Sauget agrees as follows:

- a. To permit Monsanto to haul to said dump any or all refuse resulting from the normal operations at Monsanto's chemical plant. Any refuse containing acid shall be neutralized with lime.
- b. To allow contractor performing work for Monsanto at its W. G. Krummrich Plant to haul and dump refuse resulting from such work upon presentation of a permit issued by Monsanto identifying the contractor, the project involved and the term

6/21/72 *Sauget to permit Monsanto to haul and dump refuse at its W. G. Krummrich Plant to take care of work.*

(*)

of such project. One permit shall be sufficient for each contractor for each project for the term of such project. Such contractor for each project for the term of such project. Such contractor shall comply with all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Department of Public Health or otherwise, and, in the event that such contractor violates any of said rules and regulations, Sauget may cancel such permit and, if it does so, shall notify Monsanto in writing of such cancellation.

c. To permit at any time, day or night, including Saturdays, Sundays and Holidays, the unloading of the refuse which Monsanto or its contractors hauls to said dump and to furnish labor for the purpose of allowing access to said dump by Monsanto or its contractors for such purpose, and for the purpose of supervising and directing such unloading.

d. To maintain the dump at all times in such condition as to allow the refuse to be freely unloaded without delay.

e. To maintain at all times access for trucks to the dump from the nearest improved road.

f. To wash refuse container boxes at the dump when requested by Monsanto so long as water is available, without cost, for use by Sauget.

(*)

g. To operate the dump in full compliance with The Rules and Regulations of the Illinois Department of Public Health.

MCO 0546356

(*) See EXHIBIT A.

h. To hold Monsanto harmless from and indemnify Monsanto against any and all liability, loss or expense that might arise by reason of damage to property or crops or injury to person or persons resulting directly or indirectly from the operation of said dump, from materials deposited therein or from Monsanto's use thereof.

i. To treat as Monsanto's confidential property and not use or disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the work hereunder, any information (including any technical information, experience or data) regarding Monsanto's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within the knowledge of Sauget or his employees in the performance of the work or which may be developed by Sauget in the course of Sauget's performance of the work without in each instance securing the prior written consent of Monsanto. Nothing herein, however, shall prevent Sauget from disclosing to others or using in any manner information which Sauget can show:

(1) has been published and has become part of the public domain other than by acts or omissions of Sauget or his employees;

(2) has been furnished or made known to Sauget by third parties as a matter of right and without restriction on disclosure; or

(3) was in his possession at the time he entered into this Agreement and which was not acquired by Sauget

MCO 0546357

directly or indirectly from Monsanto, its employees or its agents. Sauget shall restrict the knowledge of all information regarding the work to as few as possible of his employees (and only to those directly connected with the performing of the work) and shall also, upon request by Monsanto, cause such persons involved in the work on Sauget's behalf as Monsanto designates to sign individual secrecy agreements in a form satisfactory to Monsanto.

2. Monsanto agrees as follows:

- a. To pay to Sauget at the end of the year 1972 the sum of Eight Thousand Dollars (\$8,000.00).
- b. To furnish cinders as they are available from the W. G. Krummrich Plant. Such cinders are to be used in the maintenance of the dump as Monsanto deems necessary.
- c. All dumping at said dump by Monsanto and by its contractors shall be in conformity with any and all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Department of Public Health or otherwise.

(*)

3. This Agreement shall commence with the date set forth at its beginning and shall continue for a period of twelve (12) months unless sooner terminated by either party giving to the other party at least ninety (90) days' written notice of that party's intention to cancel same.

MCO 0546358

(*) See EXHIBIT A.

4. Should this Agreement be terminated prior to December 31, 1972, then payment shall be prorated on the basis of Eight Thousand Dollars (\$8,000.00) per year for the year 1972.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of each party as of the day and year set forth at its beginning.

MONSANTO COMPANY

SAUGET AND COMPANY

By R. A. Miller
Title Purchasing Supt.
Witness Paul Sanderson

By Paul Saug
Title President
Witness Letty J. Long

MCO 0546359

VILLAGE OF SAUGET

AUL SAUGET
Mayor

2807 MONSANTO AVENUE
SAUGET, ILLINOIS 62206

Area Code 618
337-5267

February 18, 1972

Mr. R. A. Miller
Monsanto Company
1700 South Second Street
St. Louis, Missouri 63177

Re: Contract No. 02-03-0517

Dear Dick:

Enclosed herewith is the signed Agreement for
Dumping Privileges that you sent me.

There is a mistake in the contract in that the
Illinois Department of Public Health no longer
has control over landfill sites. It is now the
Environmental Protection Agency.

R.A. Miller
2/24/72

Sincerely,



PAUL SAUGET

PS/bl

MCO 0546360

Monsanto

FROM NAME & LOCATION: R. A. Miller - JFQ/WGK Purchasing

DATE

December 1, 1972

cc W. C. Petty - JFQ

24

SUBJECT

CONTRACT NO. 02-03-0563
1973 SOLID WASTE DISPOSAL
SAUGET AND COMPANY

REFERENCE

TO

MESSRS.: J. W. Brown - JFQ
B. B. Byrne - JFQ
T. W. Dalton - ~~WGK~~
C. N. Deubner - WGK
M. R. Foresman - WGK
P. F. Gatens - JFQ
J. F. Hart - WGK
P. E. Heisler - WGK
D. C. Malm - JFQ
R. G. Moody - WGK
A. E. Peterson - JFQ
H. G. Rayfield - WGK
M. T. Schade - JFQ
M. J. Smid - JFQ
L. W. Sprandel - WGK
G. W. Watson - WGK
R. L. Wiese - JFQ
B. R. Williams - WGK

Enclosed is a copy of our 1973 "trash dump" contract with Sauget and Company. 1972 pricing of \$11,000 per annum (\$8M for WGK and \$3M for JFQ) remains in effect. If you have any comments or questions, please call me.

Dick

R. A. Miller

/rs
encls.

MCO 0546302

AGREEMENT FOR DUMPING PRIVILEGES

This Agreement made and entered into as of January 1, 1973, by and between SAUGET AND COMPANY, a Delaware corporation located in Sauget Village, St. Clair County, State of Illinois, hereinafter called "Sauget" and the MONSANTO COMPANY, a Delaware corporation with General Offices at St. Louis, Missouri, hereinafter called "Monsanto".

WITNESSETH THAT:

WHEREAS, Monsanto operates chemical industries situated in Sauget Village, Centerville Township, St. Clair County, Illinois, and at 1700 South Second Street, St. Louis, Missouri, and desires to dispose of refuse materials from said industries, and

WHEREAS, Sauget is willing to permit the disposal of such refuse by Monsanto on Sauget's property upon the terms and conditions hereinafter set out,

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Sauget agrees as follows:

- a. To permit Monsanto to haul to said dump any or all refuse resulting from the normal operations at Monsanto's chemical plants.
- b. To allow contractors performing work for Monsanto at its W. G. Krummrich Plant and its J. F. Queeny Plant to haul and dump refuse resulting from such work upon presentation of a permit issued by Monsanto identifying the contractor,

MCO 0546303

the project involved and the term of such project. One permit shall be sufficient for each contractor for each project for the term of such project. Such contractor shall comply with all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Environmental Protection Agency or otherwise, and, in the event that such contractor violates any of said rules and regulations, Sauget may cancel such permit and, if it does so, shall notify Monsanto in writing of such cancellation.

- c. To permit at any time, day or night, including Saturdays, Sundays and Holidays, the unloading of the refuse which Monsanto or its contractors hauls to said dump and to furnish labor for the purpose of supervising and directing such unloading.
- d. To maintain the dump at all times in such condition as to allow the refuse to be freely unloaded without delay.
- e. To maintain at all times access for trucks to dump from the nearest improved road.
- f. To wash refuse container boxes at the dump when requested by Monsanto so long as

MCO 0546304

water is available, without cost, for use by Sauget.

- g. To hold Monsanto harmless from and indemnify Monsanto against any and all liability, loss or expense that might arise by reason of damage to property or crops or injury to person or persons resulting directly or indirectly from the operation of said dump, from materials deposited therein or from Monsanto's use thereof.
- h. To treat as Monsanto's confidential property and not use or disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the work hereunder, any information (including any technical information, experience or data) regarding Monsanto's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within the knowledge of Sauget or his employees in the performance of the work or which may be developed by Sauget in the course of Sauget's performance of the work

MCO 0546305

without in each instance securing the prior written consent of Monsanto. Nothing herein, however, shall prevent Sauget from disclosing to others or using in any manner information which Sauget can show:

- (1) has been published and has become part of the public domain other than by acts or omissions of Sauget or his employees;
- (2) has been furnished or made known to Sauget by third parties as a matter of right and without restriction on disclosure; or
- (3) was in his possession at the time MCO 0546306 he entered into this Agreement and which was not acquired by Sauget directly or indirectly from Monsanto, its employees or its agents. Sauget shall restrict the knowledge of all information regarding the work to as few as possible of his employees (and only to those directly connected with the performing of the work) and shall also, upon request by Monsanto, cause such persons involved in the work on Sauget's behalf as Monsanto designates to sign individual secrecy agreements in a form satisfactory to Monsanto.

2. Monsanto agrees as follows:

- a. To pay to Sauget at the end of the year 1973 the sum of Eleven Thousand Dollars (\$11,000.00).
- b. To furnish cinders as they are available from the W. G. Krummrich Plant and the J. F. Queeny Plant. Such cinders are to be used in the maintenance of the dump as Monsanto deems necessary.
- c. To neutralize with lime any refuse containing acid.
- d. All dumping at said dump by Monsanto and by its contractors shall be in conformity with any and all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Environmental Protection Agency or otherwise.

3. This Agreement shall commence with the date set forth at its beginning and shall continue for a period of twelve (12) months unless sooner terminated by either party giving to the other party at least ninety (90) days' written notice of that party's intention to cancel same. This notice period is waived in the event the Illinois Environmental Protection Agency shall prevent either party from continued performance hereunder.

4. Should this Agreement be terminated prior to December 31, 1973, then payment shall be prorated on the basis of Eleven Thousand Dollars (\$11,000.00) per year for the year 1973.

NGO 0546307

IN WITNESS WHEREOF, this Agreement has been executed
on behalf of each party as of the day and year set forth at its
beginning.

MONSANTO COMPANY

By R.G. Miller
Title Purchasing Supt.
Witness René Sanders

SAUGET AND COMPANY

By Paul Sauguet
Title President
Witness Betty J. Long

MCO 0546308

cc Mr. Fomason
Harry Rayfield
Jim DaltonAGREEMENT FOR DUMPING PRIVILEGES

This Agreement made and entered into as of January 1, 1972, by and between SAUGET AND COMPANY, a Delaware corporation located in Sauget Village, St. Clair County, State of Illinois, hereinafter called "Sauget" and the MONSANTO COMPANY, a Delaware corporation with General Offices at St. Louis, Missouri, hereinafter called "Monsanto".

WITNESSETH THAT:

WHEREAS, Monsanto operates a chemical industry situated in Sauget Village, Centerville Township, St. Clair County, Illinois, and desires to dispose of refuse materials from said industry, and

WHEREAS, Sauget is willing to permit the disposal of such refuse by Monsanto on Sauget's property upon the terms and conditions hereinafter set out,

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Sauget agrees as follows:

- a. To permit Monsanto to haul to said dump any or all refuse resulting from the normal operations at Monsanto's chemical plant. Any refuse containing acid shall be neutralized with lime.
- b. To allow contractor performing work for Monsanto at its W. G. Krummrich Plant to haul and dump refuse resulting from such work upon presentation of a permit issued by Monsanto identifying the contractor, the project involved and the term

of such project. One permit shall be sufficient for each contractor for each project for the term of such project. Such contractor for each project for the term of such project. Such contractor shall comply with all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Department of Public Health or otherwise, and, in the event that such contractor violates any of said rules and regulations, Sauget may cancel such permit and, if it does so, shall notify Monsanto in writing of such cancellation.

(*)

c. To permit at any time, day or night, including Saturdays, Sundays and Holidays, the unloading of the refuse which Monsanto or its contractors hauls to said dump and to furnish labor for the purpose of allowing access to said dump by Monsanto or its contractors for such purpose, and for the purpose of supervising and directing such unloading.

d. To maintain the dump at all times in such condition as to allow the refuse to be freely unloaded without delay.

e. To maintain at all times access for trucks to the dump from the nearest improved road.

f. To wash refuse container boxes at the dump when requested by Monsanto so long as water is available, without cost, for use by Sauget.

g. To operate the dump in full compliance with The Rules and Regulations of the Illinois Department of Public Health.

(*)

MCO 0546345

(*) See EXHIBIT A.

h. To hold Monsanto harmless from and indemnify Monsanto against any and all liability, loss or expense that might arise by reason of damage to property or crops or injury to person or persons resulting directly or indirectly from the operation of said dump, from materials deposited therein or from Monsanto's use thereof.

i. To treat as Monsanto's confidential property and not use or disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the work hereunder, any information (including any technical information, experience or data) regarding Monsanto's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within the knowledge of Sauget or his employees in the performance of the work or which may be developed by Sauget in the course of Sauget's performance of the work without in each instance securing the prior written consent of Monsanto. Nothing herein, however, shall prevent Sauget from disclosing to others or using in any manner information which Sauget can show:

(1) has been published and has become part of the public domain other than by acts or omissions of Sauget or his employees;

(2) has been furnished or made known to Sauget by third parties as a matter of right and without restriction on disclosure; or

(3) was in his possession at the time he entered into this Agreement and which was not acquired by Sauget

MCO 0546346

directly or indirectly from Monsanto, its employees or its agents. Sauget shall restrict the knowledge of all information regarding the work to as few as possible of his employees (and only to those directly connected with the performing of the work) and shall also, upon request by Monsanto, cause such persons involved in the work on Sauget's behalf as Monsanto designates to sign individual secrecy agreements in a form satisfactory to Monsanto.

2. Monsanto agrees as follows:

- a. To pay to Sauget at the end of the year 1972 the sum of Eight Thousand Dollars (\$8,000.00).
- b. To furnish cinders as they are available from the W. G. Krummrich Plant. Such cinders are to be used in the maintenance of the dump as Monsanto deems necessary.
- c. All dumping at said dump by Monsanto and by its contractors shall be in conformity with any and all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Department of Public Health or otherwise.

(*)

3. This Agreement shall commence with the date set forth at its beginning and shall continue for a period of twelve (12) months unless sooner terminated by either party giving to the other party at least ninety (90) days' written notice of that party's intention to cancel same.

MCO 0546347

(*) See EXHIBIT A.

4. Should this Agreement be terminated prior to December 31, 1972, then payment shall be prorated on the basis of Eight Thousand Dollars (\$8,000.00) per year for the year 1972.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of each party as of the day and year set forth at its beginning.

MONSANTO COMPANY

SAUGET AND COMPANY

By R. A. Miller

By Paul Saugert

Title Purchasing Supt.

Title President

Witness Rene W. [illegible]

Witness Betty J. Long

MCO 0546348

VILLAGE OF SAUGET

PAUL SAUGET
Mayor

2807 MONSANTO AVENUE
SAUGET, ILLINOIS 62206

Area Code 618
337-3267

February 18, 1972

Mr. R. A. Miller
Monsanto Company
1700 South Second Street
St. Louis, Missouri 63177

Re: Contract No. 02-03-0517

Dear Dick:

Enclosed herewith is the signed Agreement for
Dumping Privileges that you sent me.

There is a mistake in the contract in that the
Illinois Department of Public Health no longer
has control over landfill sites. It is now the
Environmental Protection Agency.

R.A. Miller
2/24/72

Sincerely,



PAUL SAUGET

PS/bl

MCO 0546349

Monsanto

MONSANTO CHEMICAL INTERMEDIATES CO.
Sauget, Illinois 62201
Phone: (618) 271-5835

24

May 19, 1978

Mr. Paul Sauget
Sauget & Company
2700 Monsanto Avenue
Sauget, Illinois 62201

Dear Paul:

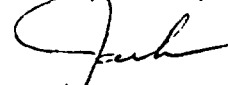
This letter is to give you thirty (30) days notification of our intentions to terminate the terms and conditions of Contract 02-03-0565.

As you are aware we have discussed the forthcoming plans to close the W. G. Krummrich Plant's sanitary landfill operated by your company under the above contract. We expect field work to begin within the next month.

We do request that upon receipt of verbal notification from Mr. Frank Basile that you shift the total hauling and disposal of cinders from Monsanto's W. G. Krummrich Plant and its J. F. Queeny Plant to your sanitary landfill. This is consistent with the terms of Contract 02-03-0563 for disposal.

We discussed the possibilities that there will be some changes in our general direction on use of landfills very shortly. Will plan to keep you advised as these directions change. We are continuing to work with our CEO personnel concerning the WGK sanitary landfill to see if we can extend the use for another few months.

Very truly yours,



Jack W. Molloy
Plant Manager

ap

cc: ~~F. J. Basile~~ - WGK Plant
P. E. Heisler - WGK Plant
D. M. Francisco - WGK Plant

MCO 0545859

a unit of Monsanto Company

Monsanto

FROM (NAME & LOCATION): R. A. Miller - JFQ/WGK Purchasing

DATE

March 6, 1973

cc W. C. Petty - JFQ

SUBJECT

CONTRACT NO. 3-565
1973 LIQUID WASTE DISPOSAL
SAUGET AND COMPANY

24

REFERENCE

TO

MESSRS: B. B. Byrne - JFQ
T. W. Dalton - WGK
C. N. Deubner - WGK
M. R. Foresman - WGK
P. F. Gatens - JFQ
J. F. Hart - WGK
P. E. Heisler - WGK
C. P. Ladenberger - JFQ
D. C. Malm - JFQ
R. G. Moody - WGK
A. E. Peterson - JFQ
H. G. Rayfield - WGK
M. T. Schade - JFQ
M. J. Smid - JFQ
L. W. Sprandel - WGK
G. W. Watson - WGK
R. L. Wiese - JFQ
B. R. Williams - WGK

Enclosed is a copy of our 1973-75 three year
"toxic dump" contract with Sauget and Company.
1972 pricing of \$4,100 per month (\$2460 for WGK
and \$1640 for JFQ) remains in effect. If you have
any comments or questions, please call me.

Dick

R. A. Miller

/rs

Encls.

MCD 0615476

K00031

Monsanto

MONSANTO INDUSTRIAL CHEMICALS CO.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166
Phone: (314) 694-1000

December 29, 1972

Sauget & Company
2700 Monsanto Avenue
Sauget, Illinois

RE: EXTENSION OF LEASE

Gentlemen:

Reference is hereby made to that certain Lease dated January 1, 1970, with a term of three years, between Monsanto Company as Lessor and Sauget & Company as Lessee by which Monsanto leased certain lands situated in the Village of Sauget, County of St. Clair, State of Illinois, bounded on the North by Riverview Avenue; on the East by a 230 KV transmission line of Union Electric Company; on the South by other land of Monsanto and on the West by an existing unimproved road, containing approximately 22 acres and more particularly described in said Lease.

This letter will serve to indicate our agreement to extend the term of the above mentioned Lease for an additional period of three years, expiring on December 31, 1975.

All the other terms, conditions and provisions contained in said Lease shall continue in full force and effect during all of said extended term, unless sooner terminated as provided in paragraph 7 of said Lease.

If this letter properly expresses our agreement with respect to the extension of said Lease, please so indicate by

MCO 0615477

a unit of Monsanto Company

K00032

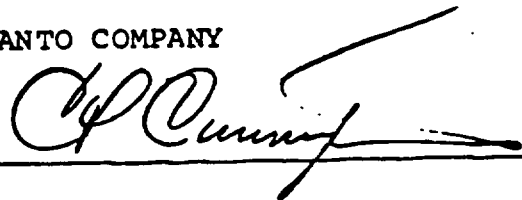
December 29, 1972

signing on the line provided below and by returning a copy
to the writer.

Yours very truly,

MONSANTO COMPANY

BY



psl

Extension Accepted and
Agreed to as of
December 29, 1972:

SAUGET & COMPANY

BY

MCO 0615478

K00033

AGREEMENT

between

MONSANTO COMPANY

and

SAUGET AND COMPANY

DATED

January 1, 1973

for

Sanitary Landfill

W. G. Krummrich Plant

Sauget, Illinois

MCO 0615479

K00034

WASTE DISPOSAL AGREEMENT

This Agreement made and entered into as of the first day of January, 1973, by and between MONSANTO COMPANY, a Delaware corporation, of St. Louis, Missouri (hereinafter called "Monsanto"), and SAUGET AND COMPANY, a Delaware corporation, of 2700 Monsanto Avenue, Sauget, Illinois (hereinafter called "Sauget"),

WITNESSETH:

WHEREAS, by an Indenture of Lease dated January 1, 1970, extended by letter agreement dated December 29, 1972, Sauget has leased from Monsanto a tract of land of approximately twenty-two acres located near the east bank of the Mississippi River in the Village of Sauget, Illinois (hereinafter called the "Leased Property"); and

WHEREAS, Sauget proposes to operate on the Leased Property a sanitary landfill (hereinafter called the "Landfill") to provide for the disposal of certain chemical waste materials of Monsanto;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for good and valuable other consideration, Monsanto and Sauget hereby agree as follows:

MCO 0615480

K00035

1. Operation of Landfill. Sauget shall operate the Landfill on the Leased Property in accordance with the procedures, terms and provisions set forth in the Specifications attached hereto and made a part hereof. Monsanto, at its own expense, shall arrange for the trucking of the chemical wastes from its chemical plants to the site of the Landfill, and for the unloading of such wastes at the Landfill. In disposing of material in said Landfill, Monsanto and all third parties employed by it for such purposes shall comply with all provisions of this Agreement. In the event of any breach of such provisions by any third party, Sauget shall notify Monsanto which shall not thereafter use or employ such third party. Sauget shall furnish and provide all labor and other personnel and all materials and equipment necessary for the proper operation of the Landfill. Monsanto shall notify Sauget of the Monsanto employe (hereinafter called the "Engineer") who is authorized to represent Monsanto under this Agreement.

2. Scavenging Forbidden. Under no circumstances shall any materials or containers which have been delivered to the Landfill by Monsanto for disposal be scavenged or retrieved for reuse or resale. Sauget covenants that it will use its best efforts to assure that this prohibition is reasonably implemented.

3. Price. In full payment for Sauget's entire performance of its work under this Agreement, Monsanto shall pay to Sauget each month the sum of Four Thousand One Hundred Dollars (\$4,100.00).

MCO 0615481

K00036

4. Payment Procedure. Invoices for the monthly payment shall be submitted to the Engineer by Sauget on or about the first day of each month. The invoices shall be in such form and supported by such evidence as the Engineer may direct, including evidence satisfactory to the Engineer that all payrolls, materials bills and other indebtedness connected with the work under this Agreement to date have been paid. Within twenty days after receipt of such invoice in proper form, Monsanto shall pay to Sauget the amount due for the preceding calendar month.

5. Safety and Miscellaneous Provisions.

(a) Sauget shall strictly comply with all safety provisions set forth in the Specifications. Sauget shall take all other necessary steps and precautions for the safe operation and maintenance of the Landfill. Sauget shall cause all gates in the fences erected on the Leased Property to be closed and securely locked at all times except during such periods as Sauget shall be conducting operations at the Landfill. During the periods in which the gates and fences are unlocked for the conducting of landfill operations, Sauget personnel shall allow entry only to Monsanto personnel and properly authorized third parties.

(b) In operating the Landfill, Sauget shall observe and comply with all applicable Federal, State and local laws and regulations.

MCO 0615482

K00037

(c) In operating the Landfill and performing its work under this Agreement, Sauget shall be an independent contractor and shall have complete control of all of its employees and operations. All personnel employed by Sauget shall be employees of Sauget and not of Monsanto, and Monsanto shall have no right to direct or supervise such personnel.

(d) Monsanto and Sauget agree that, in the event of changes in the wage rates of Sauget's personnel or the premature need for replacement of Sauget's equipment employed on the work under this Agreement, either party shall have the right to renegotiate the Price specified herein on the anniversary date of this Agreement by giving to the other party at least thirty days' prior written notice of its desire to renegotiate.

6. Indemnity Provisions. Sauget shall defend, indemnify and hold harmless Monsanto from and against any and all liability, claims, causes of action, suits, judgments, fines, penalties, losses, damages, costs and expenses of whatever kind or character arising out of injuries to or the death of any person or damage to or destruction of any property, caused by or resulting from or connected with (a) the maintenance or operation of the Landfill unless caused by the sole negligence of Monsanto, or (b) other activities of Sauget pursuant to this Agreement.

MCO 0615483

K00038

7. Insurance by Sauget. Sauget shall take out and maintain during the term of this Agreement and for such period thereafter as Monsanto shall specify upon termination, the following insurance:

(a) Workmen's Compensation and Occupational Disease Insurance in an amount equal to the limit of liability and in the form prescribed by the laws of Illinois for all of Sauget's employees engaged in work in connection with the operation of the Landfill. To the extent that any such employees are not protected by such a statute, Sauget shall also provide Employer's Liability Insurance in an amount not less than \$500,000 for bodily injury by accident or disease, including death at any time resulting therefrom.

(b) Public Liability Insurance covering claims for injuries to or death of persons or damage to or destruction of property arising from the maintenance or operation of said Landfill, whether such operations be by Sauget or any person directly or indirectly employed by Sauget, and covering liabilities assumed by Sauget pursuant to paragraph 6 above. The amount of such insurance shall be not less than: (i) \$200,000 for injury to, or for the death of, any one person; and, subject to the same limitation for each person, in an amount not less than \$1,000,000 on account of any one occurrence; and (ii) \$200,000 for damage to property on account of each accident.

MCO 0615484

K00039

(c) Automobile Public Liability and Property Damage Insurance covering all owned or rented automotive equipment used by Sauget in the performance of this Agreement. Such liability insurance shall be in an amount not less than \$200,000 for injury to, or for the death of, any one person, in an amount not less than \$500,000 on account of any one accident. Property damage limits with respect to such insurance shall be not less than \$50,000 for each accident.

Such insurance shall be in a form satisfactory to Monsanto and Sauget shall furnish to Monsanto certificates of such insurance satisfactory to Monsanto. Each contract of insurance shall contain the following clause:

"No reduction, cancellation or expiration of the policies providing the above coverages shall become effective until ten days from the date written notice is actually given to Mr. R. A. Miller, Purchasing Supervisor, Monsanto Company, W. G. Krummrich Plant, Sauget, Illinois."

All policies of insurance shall be countersigned by a duly authorized and accredited agent, or agents, of the carrier residing in the State of Illinois. All insurance shall be carried with insurance companies which, in the case of mutual companies, have a surplus to policyholders in excess of one million dollars (\$1,000,000) and in the case of stock companies, which have total capital and surplus in excess of one million dollars (\$1,000,000).

MCO 0615485

K00040

8. Term and Termination. This Agreement shall commence on January 1, 1973 and shall expire on December 31, 1975 unless sooner terminated. This Agreement may be terminated at any time for any reason by either party giving at least thirty days' written notice to the other party of its intention to terminate. A termination of this Agreement shall not relieve Sauget of its obligations as set forth in paragraphs 6 and 7 above.

9. Prior Negotiations. This Agreement and the Indenture of Lease of even date herewith sets forth the entire agreement of Monsanto and Sauget with respect to the subject matter hereof. This Agreement shall supersede the Agreement dated January 1, 1970 between Monsanto and Sauget and Company. All prior negotiations regarding the subject matter hereof shall be deemed to be merged herein.

IN WITNESS WHEREOF, Sauget and Monsanto have each caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

MONSANTO COMPANY

By R. A. Miller *PS*

SAUGET AND COMPANY

By Paul Sauget

MCO 0615486

K00041

SPECIFICATIONS

OPERATION OF
SANITARY LANDFILL
W. G. KRUMMRICH PLANT
MONSANTO COMPANY
SAUGET, ILLINOIS

dated
January 1, 1973

MCO 0615487

K00042

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MCO 0615488

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SECTION A

Operation of Sanitary Landfill

1.0 Scope

1.1 The work to be performed is the operation of a Sanitary Landfill on the River Terminal property owned by Monsanto and leased to Sauget by an Indenture of Lease dated as of January 1, 1973.

2.0 Location

2.1 The Landfill is to be located South of Riverview Avenue and East of Monsanto's river front tank farm. This location is as shown on Drawing D-179-G1.

3.0 Equipment

3.1 Sauget shall furnish all equipment necessary for the operation of the Sanitary Landfill. This includes the operation and maintenance of such equipment.

4.0 General Operating Instructions

4.1 The materials to be encountered in the operation of the Landfill will fall within two groups, i.e., solids and liquids. To facilitate unloading operations within the fill site, the groups shall be separated according to group and unloaded in areas designated by the Engineer.

4.2 Liquid materials shall be discharged onto leveled receiving areas approximately 30 feet wide by 120 feet long. These areas shall be enclosed on all four sides by a retaining wall of cover material. The liquid shall then be blended and compacted with sufficient cover material to produce a stable fill. The area shall then be leveled and the retaining walls adjusted to receive the next load of liquid waste.

4.3 Solids, i.e., drummed solids and granular materials, shall be deposited in the designated area, covered and compacted. Drums are to be punctured before compacting into the fill.

4.4 It shall be understood that occasional tests or trials may become necessary as new types of wastes and new methods of operations are introduced. If such tests indicate a revision in operational procedure, the revision will be adopted as directed by the Engineer.

MCO 0615489

K90044

4.5 Cover Material. Cover and filling material will be secured from the Krumrich Plant Power Department, Monsanto's J. F. Queeny Plant Power Department or the fly-ash ponds south of Monsanto's present tank farm area. Material will be trucked to the Landfill and stored as directed by the Engineer.

4.6 Appearance and Scavenging. It shall be necessary to keep the Landfill smooth and neat in appearance at all times. No scavenging shall be permitted.

4.7 Fire Protection. Hose lines shall be provided at the Landfill at all times. It shall be necessary to wet down the Landfill to control fires and dust. The hose lines shall be connected to the fire hydrants in the River Terminal Area. During the first year of this Agreement Monsanto will install a temporary water line along the fence line at the west side of the Leased Property to connect to two fire hydrants at the Landfill.

4.8 Use of Landfill. This Landfill shall be operated by Sauget for the sole use of Monsanto.

MCO 0615490

K00045

SECTION B

MONSANTO COMPANY

SUPPLEMENTARY CONDITIONS

1.0 Job Site Location

1.1 Monsanto Company, William G. Krummrich Plant, Sauget, Illinois.

2.0 Definitions

2.1 The word "Engineer" as used throughout the Specifications means the individual employed by Monsanto and authorized by Monsanto to represent it on this work.

3.0 Responsibility

3.1 In all operations under the Agreement, Sauget shall respect, adhere to and comply with all local and general ordinances and laws controlling or limiting in any way actions of those engaged upon the work.

3.2 Sauget shall secure and pay for all permits and licenses required by the laws in effect at the time of the execution of the work. Sauget, however, shall notify the Engineer of its intent to secure such permit or license prior to making application to enable Monsanto to determine if such permit or license is actually required under the law.

3.3 Any person employed on the work who shall neglect to obey the regulations imposed by Monsanto or who shall be deemed to be incompetent, or shall be guilty of any disorderly conduct or shall commit any trespass on any public or private property in the vicinity of the work, shall be at once removed from the work by Sauget, when so requested by the Engineer.

3.4 Sauget shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

4.0 Interference with Plant Operation

4.1 Sauget shall confine its activities to the areas set aside for it to do its work and shall not interfere with any of Monsanto's activities. Unless specifically authorized by the Engineer, Sauget's employees are prohibited from entering any plant area except those areas to which they are assigned. Prohibited areas for Sauget's employees include operating departments, washrooms, maintenance shops, offices and cafeterias.

B-1

MCO 0615491

K00046

5.0 Cameras

5.1 Both taking of pictures and the possession of a camera in the Plant are prohibited.

6.0 Monsanto Equipment

6.1 Monsanto equipment will not be loaned to Sauget's employees.

7.0 Storage of Material

7.1 The receipt and storage of Sauget's materials (not furnished by Monsanto) will be the responsibility of Sauget. Outdoor storage space will be available to Sauget but it will not be permitted to store material except within the areas indicated on the plans or as directed by the Engineer.

8.0 Telephone

8.1 Telephone service, if desired, must be arranged and paid for by Sauget.

9.0 Toilet Facilities

9.1 Job toilet facilities may be provided by Sauget. These facilities shall be constructed and used in a manner that will not violate any sanitary regulations or cause any inconvenience or nuisance to Monsanto or its employees. The type of toilet facilities provided by Sauget will be subject to the approval of the Engineer. No facilities are available on the River Front Property.

10.0 Water

10.1 Sauget will furnish suitable drinking water for its personnel. Drinking water is not available on the River Front Property.

11.0 Safety

11.1 Sauget shall have read and shall be familiar with the Occupational Safety and Health Act of 1970, as amended, and shall comply fully with all applicable regulations therein during and with respect to its entire performance of this Agreement.

11.2 All work or operations must conform with established Monsanto practices in order to insure the maximum in safety and fire precautions. Information concerning such practices in each area will be secured from the Engineer.

11.3 All safety and security regulations of Monsanto's Wm. G. Krummrich Plant shall be observed without deviation by all of Sauget's employees. Some of these regulations are listed below.

B-2

MCO 0615492

K00047

12.0 Smoking

12.1 Smoking is prohibited in the Plant except in designated posted smoking areas at which locations electric lighters are provided. Having possession of matches or lighters is prohibited. At the discretion of Sauget smoking time may be allowed the workmen but they shall extinguish butts in sand buckets or containers provided before leaving the smoking area.

13.0 Aisles and Exits

13.1 Aisles, safety showers, fire equipment, alleys, streets and exits must be kept free of obstructions.

14.0 Excavations; Overhead Work

14.1 Sauget shall provide all guards, barricades, lights, etc., necessary for the safety of Plant operations and personnel.

14.2 All excavations shall be barricaded each time Sauget's workmen quit for the day. Openings, ditches, etc., must be roped off and danger signs placed. Adequate danger lighting must be provided at night.

15.0 Traffic Rules

15.1 The speed limit is 15 M.P.H.

15.2 Vehicles shall stop at all stop signs.

15.3 Vehicle and equipment operators shall observe all railroad crossings and switch signs and follow the instructions on them.

16.0 First Aid

16.1 First aid and emergency treatment for all injuries incurred by Sauget's employes should be received at Monsanto's Dispensary. Sauget shall promptly notify the Engineer of any injury to Sauget's employes and shall assist the Engineer in filling out the Accident Report Form for the Safety Department of Monsanto.

17.0 Fire Protection

17.1 Sauget shall, in all of its operations, conform to all fire regulations in effect for the Wm. G. Krummrich Plant. It shall do no burning, welding, grinding or any other flame or spark-producing operation, operate equipment of any kind or proceed with any work requiring the use of the inflammable substances (such as gasoline, kerosene, paint thinners, or any liquids with closed-cup flashpoint below 110°F.) without first securing a Monsanto fire permit and complying with the conditions and instructions specified thereon. The permits required will be supplied by the Engineer.

17.2 Should a hazardous condition develop in the area, Sauget shall, at the request of any Monsanto employee, stop all cutting, welding or other spark-producing activities.

18.0 Fire

18.1 Sauget shall familiarize all personnel working directly or indirectly for it with the following rules to be followed in case of fire:

18.1.1 To report a fire - go to any plant telephone, dial Station 2000 and give the designation of the building or area in which the fire is located.

18.1.2 If the fire alarm (siren) sounds while personnel are driving in the Plant, they shall pull over to the side of the road and stop.

18.1.3 Visiting at the scene of a fire or accident by personnel other than members of fire or emergency crews is prohibited.

18.1.4 In case of a fire on the job site for which the Fire Department is called, all personnel other than Sauget's supervisors shall immediately leave the area. The supervisors shall keep themselves available to assist the Fire Department.

19.0 Industrial Hazards

19.1 Sauget shall acquaint itself with the industrial hazards, if any, to be encountered in each particular area. Information pertaining to such hazards shall be obtained through the Engineer.

20.0 Pipes

20.1 Process piping shall never be used either to support an individual worker or to support staging. If it becomes necessary for a ladder to be leaned against a pipe to accomplish some work, permission of the Engineer shall first be secured.

21.0 Wiring

21.1 No wiring should be cut without consulting the Engineer. Any wire accidentally broken should be reported immediately to the Engineer or Monsanto's Electrical Foreman.

22.0 Clean-up of Job

22.1 Sauget must keep the area of its work clean and promptly remove any excess materials or equipment.

23.0 Use of Intoxicants

23.1 Persons judged to be under the influence of intoxicating beverages will not be admitted into the Plant. The carrying of intoxicating beverages into the Plant is prohibited. Violation of this regulation will result in immediate and permanent removal of the employee from the Plant property.

24.0 Railroad Clearances

24.1 When it is necessary to work adjacent to a switch track care must be taken that equipment and material do not encroach on the clearance area required by law. This is 8'6" on both sides of the track. Overhead clearance is 22'6" above top of the rail. All equipment and materials must be removed from these clearances at the end of each work day unless arrangements have been made to the contrary.

MCO 0615495

B-5

K00050

SECTION C

Drawing List

The following drawing has been prepared by Monsanto Industrial Chemicals Company, an operating unit of the Monsanto Company:

<u>DRAWING</u>	<u>REV.</u>	<u>DATE</u>	<u>TITLE</u>
D-179-G1	1	12/15/69	River Terminal Property Topographic Survey for Proposed Waste Dump

MCO 0615496

K00051

AGREEMENT

between

MONSANTO COMPANY

and

SAUGET AND COMPANY

DATED

January 1, 1973

for

Sanitary Landfill

W. G. Krummrich Plant

Sauget, Illinois

MCO 0545883

WASTE DISPOSAL AGREEMENT

This Agreement made and entered into as of the first day of January, 1973, by and between MONSANTO COMPANY, a Delaware corporation, of St. Louis, Missouri (hereinafter called "Monsanto"), and SAUGET AND COMPANY, a Delaware corporation, of 2700 Monsanto Avenue, Sauget, Illinois (hereinafter called "Sauget"),

WITNESSETH:

WHEREAS, by an Indenture of Lease dated January 1, 1970, extended by letter agreement dated December 29, 1972, Sauget has leased from Monsanto a tract of land of approximately twenty-two acres located near the east bank of the Mississippi River in the Village of Sauget, Illinois (hereinafter called the "Leased Property"); and

WHEREAS, Sauget proposes to operate on the Leased Property a sanitary landfill (hereinafter called the "Landfill") to provide for the disposal of certain chemical waste materials of Monsanto;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for good and valuable other consideration, Monsanto and Sauget hereby agree as follows:

MCO 0545884

1. Operation of Landfill. Sauget shall operate the Landfill on the Leased Property in accordance with the procedures, terms and provisions set forth in the Specifications attached hereto and made a part hereof. Monsanto, at its own expense, shall arrange for the trucking of the chemical wastes from its chemical plants to the site of the Landfill, and for the unloading of such wastes at the Landfill. In disposing of material in said Landfill, Monsanto and all third parties employed by it for such purposes shall comply with all provisions of this Agreement. In the event of any breach of such provisions by any third party, Sauget shall notify Monsanto which shall not thereafter use or employ such third party. Sauget shall furnish and provide all labor and other personnel and all materials and equipment necessary for the proper operation of the Landfill. Monsanto shall notify Sauget of the Monsanto employee (hereinafter called the "Engineer") who is authorized to represent Monsanto under this Agreement.

2. Scavenging Forbidden. Under no circumstances shall any materials or containers which have been delivered to the Landfill by Monsanto for disposal be scavenged or retrieved for reuse or resale. Sauget covenants that it will use its best efforts to assure that this prohibition is reasonably implemented.

3. Price. In full payment for Sauget's entire performance of its work under this Agreement, Monsanto shall pay to Sauget each month the sum of Four Thousand One Hundred Dollars (\$4,100.00).

MCO 0545885

4. Payment Procedure. Invoices for the monthly payment shall be submitted to the Engineer by Sauget on or about the first day of each month. The invoices shall be in such form and supported by such evidence as the Engineer may direct, including evidence satisfactory to the Engineer that all payrolls, materials bills and other indebtedness connected with the work under this Agreement to date have been paid. Within twenty days after receipt of such invoice in proper form, Monsanto shall pay to Sauget the amount due for the preceding calendar month.

5. Safety and Miscellaneous Provisions.

(a) Sauget shall strictly comply with all safety provisions set forth in the Specifications. Sauget shall take all other necessary steps and precautions for the safe operation and maintenance of the Landfill. Sauget shall cause all gates in the fences erected on the Leased Property to be closed and securely locked at all times except during such periods as Sauget shall be conducting operations at the Landfill. During the periods in which the gates and fences are unlocked for the conducting of landfill operations, Sauget personnel shall allow entry only to Monsanto personnel and properly authorized third parties.

(b) In operating the Landfill, Sauget shall observe and comply with all applicable Federal, State and local laws and regulations.

MCO 0545886

(c) In operating the Landfill and performing its work under this Agreement, Sauget shall be an independent contractor and shall have complete control of all of its employes and operations. All personnel employed by Sauget shall be employes of Sauget and not of Monsanto, and Monsanto shall have no right to direct or supervise such personnel.

(d) Monsanto and Sauget agree that, in the event of changes in the wage rates of Sauget's personnel or the premature need for replacement of Sauget's equipment employed on the work under this Agreement, either party shall have the right to renegotiate the Price specified herein on the anniversary date of this Agreement by giving to the other party at least thirty days' prior written notice of its desire to renegotiate.

6. Indemnity Provisions. Sauget shall defend, indemnify and hold harmless Monsanto from and against any and all liability, claims, causes of action, suits, judgments, fines, penalties, losses, damages, costs and expenses of whatever kind or character arising out of injuries to or the death of any person or damage to or destruction of any property, caused by or resulting from or connected with (a) the maintenance or operation of the Landfill unless caused by the sole negligence of Monsanto, or (b) other activities of Sauget pursuant to this Agreement.

MCO 0545887

7. Insurance by Sauget. Sauget shall take out and maintain during the term of this Agreement and for such period thereafter as Monsanto shall specify upon termination, the following insurance:

(a) Workmen's Compensation and Occupational Disease Insurance in an amount equal to the limit of liability and in the form prescribed by the laws of Illinois for all of Sauget's employees engaged in work in connection with the operation of the Landfill. To the extent that any such employees are not protected by such a statute, Sauget shall also provide Employer's Liability Insurance in an amount not less than \$500,000 for bodily injury by accident or disease, including death at any time resulting therefrom.

(b) Public Liability Insurance covering claims for injuries to or death of persons or damage to or destruction of property arising from the maintenance or operation of said Landfill, whether such operations be by Sauget or any person directly or indirectly employed by Sauget, and covering liabilities assumed by Sauget pursuant to paragraph 6 above. The amount of such insurance shall be not less than: (i) \$200,000 for injury to, or for the death of, any one person; and, subject to the same limitation for each person, in an amount not less than \$1,000,000 on account of any one occurrence; and (ii) \$200,000 for damage to property on account of each accident.

MCO 0545888

(c) Automobile Public Liability and Property Damage Insurance covering all owned or rented automotive equipment used by Sauget in the performance of this Agreement. Such liability insurance shall be in an amount not less than \$200,000 for injury to, or for the death of, any one person, in an amount not less than \$500,000 on account of any one accident. Property damage limits with respect to such insurance shall be not less than \$50,000 for each accident.

Such insurance shall be in a form satisfactory to Monsanto and Sauget shall furnish to Monsanto certificates of such insurance satisfactory to Monsanto. Each contract of insurance shall contain the following clause:

"No reduction, cancellation or expiration of the policies providing the above coverages shall become effective until ten days from the date written notice is actually given to Mr. R. A. Miller, Purchasing Supervisor, Monsanto Company, W. G. Krummrich Plant, Sauget, Illinois."

All policies of insurance shall be countersigned by a duly authorized and accredited agent, or agents, of the carrier residing in the State of Illinois. All insurance shall be carried with insurance companies which, in the case of mutual companies, have a surplus to policyholders in excess of one million dollars (\$1,000,000) and in the case of stock companies, which have total capital and surplus in excess of one million dollars (\$1,000,000).

MCO 0545889

8. Term and Termination. This Agreement shall commence on January 1, 1973 and shall expire on December 31, 1975 unless sooner terminated. This Agreement may be terminated at any time for any reason by either party giving at least thirty days' written notice to the other party of its intention to terminate. A termination of this Agreement shall not relieve Sauget of its obligations as set forth in paragraphs 6 and 7 above.

9. Prior Negotiations. This Agreement and the Indenture of Lease of even date herewith sets forth the entire agreement of Monsanto and Sauget with respect to the subject matter hereof. This Agreement shall supersede the Agreement dated January 1, 1970 between Monsanto and Sauget and Company. All prior negotiations regarding the subject matter hereof shall be deemed to be merged herein.

IN WITNESS WHEREOF, Sauget and Monsanto have each caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

MONSANTO COMPANY

By R. A. Miller *RS*

SAUGET AND COMPANY

By Paul Sauget

MCD 0545890

SPECIFICATIONS

OPERATION OF
SANITARY LANDFILL
W. G. KRUMMRICH PLANT
MONSANTO COMPANY
SAUGET, ILLINOIS

dated
January 1, 1973

MCO 0545891

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MCO 0545892

SECTION A

Operation of Sanitary Landfill

1.0 Scope

1.1 The work to be performed is the operation of a Sanitary Landfill on the River Terminal property owned by Monsanto and leased to Sauget by an Indenture of Lease dated as of January 1, 1973.

2.0 Location

2.1 The Landfill is to be located South of Riverview Avenue and East of Monsanto's river front tank farm. This location is as shown on Drawing D-179-G1.

3.0 Equipment

3.1 Sauget shall furnish all equipment necessary for the operation of the Sanitary Landfill. This includes the operation and maintenance of such equipment.

4.0 General Operating Instructions

4.1 The materials to be encountered in the operation of the Landfill will fall within two groups, i.e., solids and liquids. To facilitate unloading operations within the fill site, the groups shall be separated according to group and unloaded in areas designated by the Engineer.

4.2 Liquid materials shall be discharged onto leveled receiving areas approximately 30 feet wide by 120 feet long. These areas shall be enclosed on all four sides by a retaining wall of cover material. The liquid shall then be blended and compacted with sufficient cover material to produce a stable fill. The area shall then be leveled and the retaining walls adjusted to receive the next load of liquid waste.

4.3 Solids, i.e., drummed solids and granular materials, shall be deposited in the designated area, covered and compacted. Drums are to be punctured before compacting into the fill.

4.4 It shall be understood that occasional tests or trials may become necessary as new types of wastes and new methods of operations are introduced. If such tests indicate a revision in operational procedure, the revision will be adopted as directed by the Engineer.

MCO 0545893

4.5 Cover Material. Cover and filling material will be secured from the Krumirich Plant Power Department, Monsanto's J. F. Queeny Plant Power Department or the fly-ash ponds south of Monsanto's present tank farm area. Material will be trucked to the Landfill and stored as directed by the Engineer.

4.6 Appearance and Scavenging. It shall be necessary to keep the Landfill smooth and neat in appearance at all times. No scavenging shall be permitted.

4.7 Fire Protection. Hose lines shall be provided at the Landfill at all times. It shall be necessary to wet down the Landfill to control fires and dust. The hose lines shall be connected to the fire hydrants in the River Terminal Area. During the first year of this Agreement Monsanto will install a temporary water line along the fence line at the west side of the Leased Property to connect to two fire hydrants at the Landfill.

4.8 Use of Landfill. This Landfill shall be operated by Sauget for the sole use of Monsanto.

MCO 0545894

SECTION B

MONSANTO COMPANY

SUPPLEMENTARY CONDITIONS

1.0 Job Site Location

1.1 Monsanto Company, William G. Krummrich Plant, Sauget, Illinois.

2.0 Definitions

2.1 The word "Engineer" as used throughout the Specifications means the individual employed by Monsanto and authorized by Monsanto to represent it on this work.

3.0 Responsibility

3.1 In all operations under the Agreement, Sauget shall respect, adhere to and comply with all local and general ordinances and laws controlling or limiting in any way actions of those engaged upon the work.

3.2 Sauget shall secure and pay for all permits and licenses required by the laws in effect at the time of the execution of the work. Sauget, however, shall notify the Engineer of its intent to secure such permit or license prior to making application to enable Monsanto to determine if such permit or license is actually required under the law.

3.3 Any person employed on the work who shall neglect to obey the regulations imposed by Monsanto or who shall be deemed to be incompetent, or shall be guilty of any disorderly conduct or shall commit any trespass on any public or private property in the vicinity of the work, shall be at once removed from the work by Sauget, when so requested by the Engineer.

3.4 Sauget shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

4.0 Interference with Plant Operation

4.1 Sauget shall confine its activities to the areas set aside for it to do its work and shall not interfere with any of Monsanto's activities. Unless specifically authorized by the Engineer, Sauget's employees are prohibited from entering any plant area except those areas to which they are assigned. Prohibited areas for Sauget's employees include operating departments, washrooms, maintenance shops, offices and cafeterias.

5.0 Cameras

5.1 Both taking of pictures and the possession of a camera in the Plant are prohibited.

6.0 Monsanto Equipment

6.1 Monsanto equipment will not be loaned to Sauget's employees.

7.0 Storage of Material

7.1 The receipt and storage of Sauget's materials (not furnished by Monsanto) will be the responsibility of Sauget. Outdoor storage space will be available to Sauget but it will not be permitted to store material except within the areas indicated on the plans or as directed by the Engineer.

8.0 Telephone

8.1 Telephone service, if desired, must be arranged and paid for by Sauget.

9.0 Toilet Facilities

9.1 Job toilet facilities may be provided by Sauget. These facilities shall be constructed and used in a manner that will not violate any sanitary regulations or cause any inconvenience or nuisance to Monsanto or its employees. The type of toilet facilities provided by Sauget will be subject to the approval of the Engineer. No facilities are available on the River Front Property.

10.0 Water

10.1 Sauget will furnish suitable drinking water for its personnel. Drinking water is not available on the River Front Property.

11.0 Safety

11.1 Sauget shall have read and shall be familiar with the Occupational Safety and Health Act of 1970, as amended, and shall comply fully with all applicable regulations therein during and with respect to its entire performance of this Agreement.

11.2 All work or operations must conform with established Monsanto practices in order to insure the maximum in safety and fire precautions. Information concerning such practices in each area will be secured from the Engineer.

11.3 All safety and security regulations of Monsanto's Wm. G. Krummrich Plant shall be observed without deviation by all of Sauget's employees. Some of these regulations are listed below.

12.0 Smoking

12.1 Smoking is prohibited in the Plant except in designated posted smoking areas at which locations electric lighters are provided. Having possession of matches or lighters is prohibited. At the discretion of Sauget smoking time may be allowed the workmen but they shall extinguish butts in sand buckets or containers provided before leaving the smoking area.

13.0 Aisles and Exits

13.1 Aisles, safety showers, fire equipment, alleys, streets and exits must be kept free of obstructions.

14.0 Excavations; Overhead Work

14.1 Sauget shall provide all guards, barricades, lights, etc., necessary for the safety of Plant operations and personnel.

14.2 All excavations shall be barricaded each time Sauget's workmen quit for the day. Openings, ditches, etc., must be roped off and danger signs placed. Adequate danger lighting must be provided at night.

15.0 Traffic Rules

15.1 The speed limit is 15 M.P.H.

15.2 Vehicles shall stop at all stop signs.

15.3 Vehicle and equipment operators shall observe all railroad crossings and switch signs and follow the instructions on them.

16.0 First Aid

16.1 First aid and emergency treatment for all injuries incurred by Sauget's employes should be received at Monsanto's Dispensary. Sauget shall promptly notify the Engineer of any injury to Sauget's employes and shall assist the Engineer in filling out the Accident Report Form for the Safety Department of Monsanto.

17.0 Fire Protection

17.1 Sauget shall, in all of its operations, conform to all fire regulations in effect for the Wm. G. Krummrich Plant. It shall do no burning, welding, grinding or any other flame or spark-producing operation, operate equipment of any kind or proceed with any work requiring the use of the inflammable substances (such as gasoline, kerosene, paint thinners, or any liquids with closed-cup flashpoint below 110°F.) without first securing a Monsanto fire permit and complying with the conditions and instructions specified thereon. The permits required will be supplied by the Engineer.

17.2 Should a hazardous condition develop in the area, Sauget shall, at the request of any Monsanto employee, stop all cutting, welding or other spark-producing activities.

18.0 Fire

18.1 Sauget shall familiarize all personnel working directly or indirectly for it with the following rules to be followed in case of fire:

18.1.1 To report a fire - go to any plant telephone, dial Station 2000 and give the designation of the building or area in which the fire is located.

18.1.2 If the fire alarm (siren) sounds while personnel are driving in the Plant, they shall pull over to the side of the road and stop.

18.1.3 Visiting at the scene of a fire or accident by personnel other than members of fire or emergency crews is prohibited.

18.1.4 In case of a fire on the job site for which the Fire Department is called, all personnel other than Sauget's supervisors shall immediately leave the area. The supervisors shall keep themselves available to assist the Fire Department.

19.0 Industrial Hazards

19.1 Sauget shall acquaint itself with the industrial hazards, if any, to be encountered in each particular area. Information pertaining to such hazards shall be obtained through the Engineer.

20.0 Pipes

20.1 Process piping shall never be used either to support an individual worker or to support staging. If it becomes necessary for a ladder to be leaned against a pipe to accomplish some work, permission of the Engineer shall first be secured.

21.0 Wiring

21.1 No wiring should be cut without consulting the Engineer. Any wire accidentally broken should be reported immediately to the Engineer or Monsanto's Electrical Foreman.

22.0 Clean-up of Job

22.1 Sauget must keep the area of its work clean and promptly remove any excess materials or equipment.

23.0 Use of Intoxicants

23.1 Persons judged to be under the influence of intoxicating beverages will not be admitted into the Plant. The carrying of intoxicating beverages into the Plant is prohibited. Violation of this regulation will result in immediate and permanent removal of the employee from the Plant property.

24.0 Railroad Clearances

24.1 When it is necessary to work adjacent to a switch track care must be taken that equipment and material do not encroach on the clearance area required by law. This is 8'6" on both sides of the track. Overhead clearance is 22'6" above top of the rail. All equipment and materials must be removed from these clearances at the end of each work day unless arrangements have been made to the contrary.

SECTION C

Drawing List

The following drawing has been prepared by Monsanto Industrial Chemicals Company, an operating unit of the Monsanto Company:

<u>DRAWING</u>	<u>REV.</u>	<u>DATE</u>	<u>TITLE</u>
D-179-G1	1	12/15/69	River Terminal Property Topographic Survey for Proposed Waste Dump

MCO 0545900

[illegible]

ORIGINAL

ALL BOARD MEMBERS RECEIVED COPIES

Car

State of Illinois)
County of St. Clair) SS

FEB 26 1971

BEFORE THE POLLUTION CONTROL BOARD
OF THE STATE OF ILLINOIS

POLLUTION CONTROL BOARD

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

NO. PCB 71-29

Environmental Protection Agency)
vs.)
Sauget & Company)

NOTICE

TO: Mr. Paul Sauget
Sauget & Company
2902 Monsanto Avenue
Sauget, Illinois

You are hereby notified of the filing of the attached Complaint with the Pollution Control Board of the State of Illinois. You are further notified that you will be required to attend a hearing at a date to be set by the Pollution Control Board, at which time you will be required to answer the allegations of the attached Complaint.

ENVIRONMENTAL PROTECTION AGENCY
By: William J. Scott, Attorney General

W. J. Scott
By: Jim D. Keenar, Attorney General
Assistant Attorney General

MONSANTO INSURANCE COMPANY LITIGATION

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

ALL BOARD MEMBERS RECEIVED COPIES

Car
1970 NOV 30

State of Illinois)
County of St. Clair) SS

BEFORE THE POLLUTION CONTROL BOARD
OF THE STATE OF ILLINOIS
MONSANTO INSURANCE COMPANY LITIGATION:

Environmental Protection Agency) MAY 25, 1990 ORDER PROTECTED MATERIAL
vs.) TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
Sauget & Company) PRIVILEGE AND WORK-PRODUCT DOCTRINE.

COMPLAINT

The ENVIRONMENTAL PROTECTION AGENCY, by William J. Scott, Attorney General, complaining of SAUGET & COMPANY, states:

- 1) Before, on and since November 30, 1970, SAUGET & COMPANY has allowed open dumping at its solid waste disposal site in violation of Section 21(a) & (b) of the Environmental Protection Act (hereinafter "Act") and Rule 3.04 of the Rules and Regulations for Refuse Disposal Sites and Facilities (hereinafter "Land Rules"). effective pursuant to Section 49(c) of the Act.
- 2) Since November 30, 1970, SAUGET & COMPANY has allowed open burning at its waste disposal site in violation of Rule 3.05 of the Land Rules and Section 9(c) of the Act.
- 3) Since November 30, 1970, SAUGET & COMPANY has had no adequate fence at its waste disposal site in violation of Rule 4.03(a) of the Land Rules, effective pursuant to Section 49(c) of the Act.
- 4) Since November 30, 1970, SAUGET & COMPANY has had no proper shelter at its solid waste disposal site in violation of Rule 4.03(c) of the Land Rules, effective pursuant to Section 49(c) of the Act.
- 5) Since November 30, 1970, SAUGET & COMPANY has operated its

MONSANTO MATERIAL: MONSANTO
CE COVERAGE LITIGATION

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION.

MONSANTO INSURANCE COMPANY LITIGATION:

-2- MAY 25, 1990 ORDER PROTECTED MATERIAL

TREAT AS PROTECTED UNDER ATTORNEY-CLIENT

PRIVILEGE AND WORK PRODUCT DOCTRINE.

solid waste disposal site without adequate fencing and improper policing of the area in violation of Rule 4.04 of the Land Rules, effective pursuant to Section 49(c) of the Act.

6) Since November 30, 1970, SAUCET & COMPANY has allowed unsupervised unloading with no portable fences available and improper policing of the area in violation of Rule 5.04 of the Land Rules, effective pursuant to Section 49(c) of the Act.

7) Since November 30, 1970, SAUCET & COMPANY has not been spreading and compacting the refuse as it is admitted at its solid waste disposal site in violation of Rule 5.06 of the Land Rules, effective pursuant to Section 49(c) of the Act.

8) Since November 30, 1970, SAUCET & COMPANY has operated its solid waste disposal site without covering the refuse at the end of the working day in violation of Rule 5.07(a) of the Land Rules, effective pursuant to Section 49(c) of the Act.

9) Since November 30, 1970, SAUCET & COMPANY has disposed liquids and hazardous materials without prior approval from the department in violation of Rule 5.08 of the Land Rules, effective pursuant to Section 49(c) of the Act.

10) Since November 30, 1970, SAUCET & COMPANY has operated their sanitary landfill operation without insect and rodent control in violation of Rule 5.09 of the Land Rules, effective pursuant to Section 49(c) of the Act.

11) Since November 30, 1970, SAUCET & COMPANY has permitted unsanitary salvage operations in violation of Rule 5.10(a) of the Land Rules, effective pursuant to Section 49(c) of the Act.

12) Since November 30, 1970, SAUCET & COMPANY has permitted salvage operations near the face of the fill in violation of Rule 5.10(b) of the Land Rules, effective pursuant to Section 49(c) of the Act.

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HMSQ01848

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

-3-

13) Since November 30, 1970, SAUCET & COMPANY has been dumping refuse over a large impractical area at its solid waste disposal site in violation of Rule 5.03 of the Land Rules, effective pursuant to Section 49(c) of the Act.

14) Since November 30, 1970, SAUCET & COMPANY has permitted the salvage operations to interfere and delay the fill operation in violation of Rule 5.10(c) of Land Rules, effective pursuant to Section 49(c) of the Act.

15) Since November 30, 1970, SAUCET & COMPANY has allowed salvage materials to remain at the site in violation of Rule 5.10(d) of Land Rules, effective pursuant to Section 49(c) of the Act.

16) Since November 30, 1970, SAUCET & COMPANY has allowed scavenging operations in violation of Rule 5.12(a) of the Land Rules, effective pursuant to Section 49(c) of the Act.

17) Since November 30, 1970, SAUCET & COMPANY has permitted feeding farm or domestic animals in violation of Rule 5.12(b) of the Land Rules, effective pursuant to Section 49(c) of the Act.

WHEREFORE: (a) The ENVIRONMENTAL PROTECTION AGENCY asks that a date be set for a hearing, not less than 21 days from the date of service of this Complaint, before a hearing officer designated by the Board, at which time SAUCET & COMPANY be required to answer the allegations of this Complaint.

(b) The ENVIRONMENTAL PROTECTION AGENCY asks for:
(1) the entry of an order directing SAUCET & COMPANY to cease and desist the aforesaid violations; and (2) the assessment of a penalty in the amount of \$10,000 plus \$1,000 for each day such violation shall be

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

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HMSQ01849

shown to have continued.

ENVIRONMENTAL PROTECTION AGENCY
BY: William J. Scott, Attorney General

Jim D. Keehner
by: Jim D. Keehner
Assistant Attorney General

William J. Scott, Attorney General
Attorney for Complainant
Jim D. Keehner, Assistant Attorney
General of Counsel
Supreme Court Building
Springfield, Illinois 62706
217/544-4871

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INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
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PRIVILEGE AND WORK-PRODUCT DOCTRINE.

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INSURANCE COVERAGE LITIGATION**

**STATE OF ILLINOIS
POLLUTION CONTROL BOARD**

189 WEST MADISON STREET SUITE 900

CHICAGO, ILLINOIS 60602

TELEPHONE
312-783-3820

DAVID P. CURRIE, CHAIRMAN
SAMUEL R. ALDRICH
JACOB D. DUMELLE
RICHARD J. KISSEL
SAMUEL T. LAWTON, JR.

MONSANTO INSURANCE COMPANY LITIGATION:

March 16, 1971

MAY 25, 1990 ORDER PROTECTED MATERIAL.
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

Classified Advertising Department
East St. Louis Centreville News
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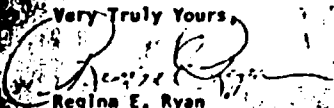
Gentlemen:

Please publish the enclosed notice one day only as soon as possible.

Enclosed please find a Voucher Form. This Form must be signed in the box marked "Seller's Certification" and returned to us with your bill and Certificate of Publication so we can process this for payment.

Thanking you in advance for your cooperation.

Very Truly Yours,


Regina E. Ryan
Clerk of the Board

RER:md

Encls.

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ILLINOIS POLLUTION CONTROL BOARD

NOTICE OF HEARING

Public notice is hereby given that the Pollution Control Board will hold a public hearing at 9:30 a.m. on April 13, 1971, at the Sauget Village Hall, 2897 Monsanto Avenue, Sauget, Illinois, in the matter of EPA v. Mr. Paul Sauget of Sauget and Company, PC871-29

**PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION**

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

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PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION MEMORANDUM

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

file *FROM*
STANLEY L. LIND
ATTORNEY AT LAW
162 No. Clinton St.
Chicago, Illinois 60606

MAR 11 1971

POLLUTION CONTROL BOARD

From: David P. Currie
Chairman, Pollution Control Board

To: Hearing Officer S.L. Lind

Date: March 11, 1971

Re: Docket No. PCB71-29 EPA v. Mr. Paul Sauget d/b/a Sauget Co.

Date Filed February 26, 1971

You have been designated Hearing Officer in the above-captioned case. Attached are copies of the formal documents filed and correspondence received as of this date.

Please inform the Clerk of the Board within FIVE days of the location and date of the hearing. The hearing must be held in the county of the violation and must be held no sooner than 35 days after we receive your notice (this will enable us to arrange for the proper 21 day newspaper notice to the parties and the public). However, in no event should the hearing be held later than 60 days after the case is filed.

HEARING DATE AND TIME APRIL 13, 1971 9:30 AM.
HEARING PLACE Sauget Village Hall 2897 Nonsanto Ave.
Sauget, Ill 62206
Hearing Officer's Signature *Stanley L. Lind* Date Mar. 16, 1971

I have enclosed other papers for your information. Please return the original of this form as soon as you have established a hearing date and have reserved a hearing location to Miss Regina Ryan (793-3623) and she will arrange for newspaper notice (c.c. will be sent to you) and the Court Reporting Service.

NOTE: Enclosed you will find 2 copies of the Procedural Rules. Mail ONE COPY to Petitioner or Respondent immediately. You are also responsible to send notice of hearing place, date & time to petitioner or respondent and a copy of same to the Clerk.

HED 0000564

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INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

STANLEY L. LIND
ATTORNEY AT LAW
162 No. Clinton St.
Chicago, Illinois 60606

March 16, 1971

Mr. Paul Sauget
d/b/a Sauget and Company
2902 Monsanto Avenue
Sauget, Illinois. 62206.

Dear Mr. Sauget:

In re: Environmental Protection Agency
vs.
Paul Sauget d/b/a Sauget & Co.
Docket No. PCB71-29.

Confirming our telephone conversation of today, this is to
verify the fact that the hearing in the above-captioned
case will be held as follows:

April 13, 1971 at 9:30 a.m.

Sauget Village Hall
2897 Monsanto Avenue
Sauget, Illinois. 62206.

Enclosed is a copy of the Rules and Regulations of the
Pollution Control Board.

Very truly yours,

Stanley L. Lind
Stanley L. Lind
Hearing Officer.

sll/eb.
Encl. I.

Copy to:
Clerk, Pollution Control Board.
Chicago, Illinois.

REC 0000565

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ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

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STATE OF ILLINOIS
POLLUTION CONTROL BOARD
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DAVID P. CURRIE, CHAIRMAN
SAMUEL R. ALDRICH
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RICHARD J. KISSEL
SAMUEL T. LAWTON, JR.

TELEPHONE
312-793-3020

Attorney General William J. Scott
169 N. LaSalle Street
Chicago, Illinois

Dear Sir:

On May 26, 1971, the Illinois Pollution Control
Board entered an order in the case entitled EPA v. Saugat & Co.
and captioned PCB PCB71-29,
imposing a monetary penalty in the amount of \$ \$1,000.

Unless you receive instructions from this office to the
contrary within thirty-five days of the date of the entry of
the order, you are requested to take whatever legal steps are
necessary, including the initiation of suit, to recover the
said amount.

Very truly yours,

David P. Currie
David P. Currie
Chairman

DPC:je

CC: Mr. David C. Landgraf

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL.
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

HEO 0000566

PROTECTED MATERIAL: MONTSANTO WILLIAMS, J. SCOTT
INSURANCE COVERAGE LITIGATION ATTORNEY GENERAL
STATE OF ILLINOIS



RECEIVED
JUN 1 1971

OFFICE OF THE ATTORNEY GENERAL

Mr. Fred Williams
Manager, Legal Affairs
Department of Legal Services
Montsanto Insurance Company
2200 Marshall Road
Springfield, Illinois 62761

Dear Fred:
We have received your letter of May 11, 1971, regarding the
control board to the Attorney General's office and the
to collect the penalty of \$1,000.00 imposed by the
court. Also, please refer to the order of the court dated
May 11, 1971, which requires compliance with the order entered
by the court dated May 11, 1971.



FCB:JC
CBI Douglas Ryan
James I. Pabla

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

HED 0000567

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

WAGNER, CONNER, FERGUSON, BERTRAND & BAKER
ATTORNEYS AT LAW

HAROLD G. BAKER, JR.
LEAH H. BAKER, JR.
PAUL WAGNER
FRANK W. CONNER
JOHN W. FERGUSON
BERNARD H. BERTRAND
HAROLD G. BAKER, JR.
JOHN W. BAKER
LEAH H. BAKER, JR.
PAUL W. WAGNER, JR.

SUITE 600
ST. CLAIR NATIONAL BANK BUILDING
ONE SOUTH CHURCH STREET
BELLEVOILLE, ILLINOIS 63103
OFFICE PHONE: 366-1001
366-1002

June 11, 1971

The Honorable Regina E. Ryan, Clerk
Illinois Pollution Control Board
Suite 900
189 West Madison Street
Chicago, Illinois 60602

RECEIVED

POLLUTION CONTROL BOARD

Re: EPA v. Sauget & Company
(PCB 71-29)

Dear Madam Clerk:

In compliance with the provisions of paragraph 8 of the Order entered on May 26, 1971, we enclose herewith the original and nine (9) copies of the letter of The Monsanto Company dated June 3, 1971.

We are also sending a copy hereof and three (3) copies of the enclosure to the Director of EPA.

We are also sending a copy hereof and of the enclosure to Legal Bureau Chief Scheuneman of EPA and to Environmental Control Division Chief Keehner of the Attorney General's office and to Special Assistant General Kaucher.

Respectfully yours,

Harold G. Baker, Jr.

HCBjr/bb

HAROLD G. BAKER, JR.

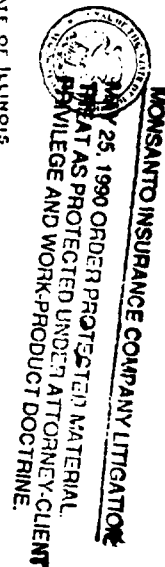
cc: Paul Sauget
P. E. Heisler
Director - EPA
Thomas Scheuneman
James Keehner
Robert F. Kaucher

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL.
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

MED 0000568

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION



STATE OF ILLINOIS

POLLUTION (DONOR, BODAY)

189 WEST MADISON STREET SUITE 900

CHICAGO, ILLINOIS 60602

TELEPHONE
312-193-3672

DAVID P. CURRIE, CHAIRMAN
SAMUEL R. ALDRICH
JACOB D. DUMELLE
RICHARD J. KISSEL
SAMUEL T. LAWTON, JR.

July 9, 1971

Mr. P. E. Heisler, Director
Environmental Control
Monsanto Company
Sauget, Illinois 62201

Dear Mr. Heisler:

Thank you for supplying further information on the test wells at Saugel's liquid disposal area per my request of June 22, 1971. The map appears to indicate the location of the wells adequately.

I still have some concern about possible pollution of the Mississippi River by chemicals leaching from the disposal area. As you indicate, two of the wells are only about 75 feet from the foot of the river bank. It seems to me that when such a well indicates a rise in a chemical constituent and further dumping is suspended, continued leaching might allow the chemical to reach the river. Would it not be desirable to place additional test wells at a distance intermediate between the present wells and the boundaries of the disposal area? This would allow detection of toxic substances at a point farther removed from the river, providing an additional safety factor.

I feel the potential for pollution is worthy of additional consideration. The Board has no authority to require changes in your operations at the moment. However, by receipt of a copy of this letter the Environmental Protection Agency is alerted to the situation and may wish to pursue the matter further.

Your cooperation in supplying the information requested is greatly appreciated.

Sincerely,
Samuel R. Aldrich

Dr. Samuel R. Aldrich, Member
Pollution Control Board
R-309 Turner Hall
University of Illinois
Urbana, Illinois 61801

SRA:nd
cc: Pollution Control Bd.
William Blaser

HED 0000569

HMS001855

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

EPA / CERRO COPPER / EIL / PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

HEO 0000570

HMS001856

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

Monsanto

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL

TREAT AS PROTECTED UNDER ATTORNEY-CLIENT

PRIVILEGE AND WORK-PRODUCT DOCTRINE.

Monsanto Company
Scept. Mgmt. 6770
Phone (800) 254-6675

June 24, 1971

Samuel N. Aldrich, Member
Pollution Control Board
N-411 Turner Hall
University of Illinois
Urbana, Illinois 61801

Dear Dr. Aldrich:

We have received your letter of June 22, 1971 con-
cerning the deposition of chemical wastes at the
Sauget Area.

As per your request we have attached a copy of a
map of the area indicating the location of the five
operational test wells that we described in our
correspondence of June 3, 1971.

For your convenience we have indicated by red
pencil the distances these wells are from the
Mississippi River and the boundaries of the liquid
waste disposal area.

Two of the wells are about 75 feet from the foot
of the river bank and the third is about 350 feet.
The other two are on the east side of the landfill
about 750 feet from the foot of the river bank.

Please advise if we can be of further service in
this matter.

Sincerely yours,

P. E. Weisler
P. E. Weisler, Director of
Environmental Control

/jhe

Att.

HED 0000571

HMS001857

GEORGE COPPER CO. / PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

HSD 0000572

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

EPA/CERRO COPPER/EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

5211 0000

RECEIPT FOR CERTIFIED MAIL - 38- (plus postage)

Handy of David - 109723

163 W. Clinton St. - (p. 109723)

Chicago, Ill. 60606 - (p. 109723)

NO. 1553



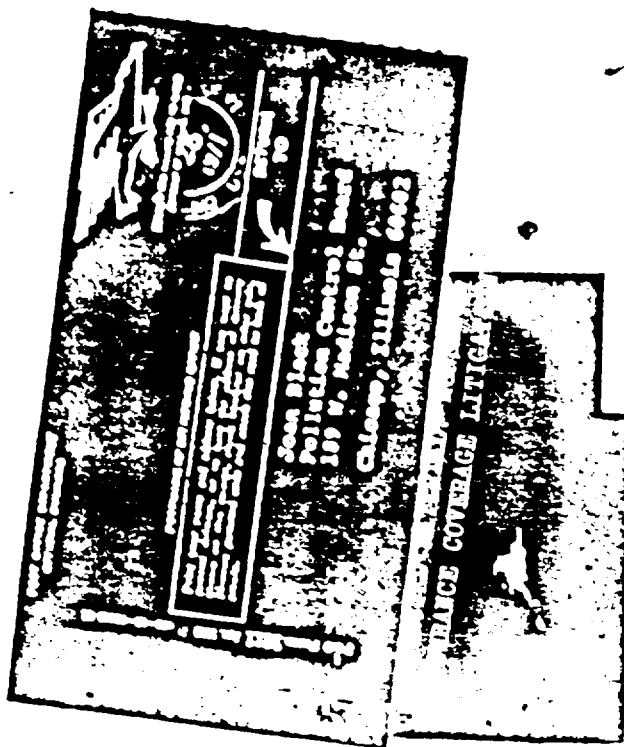
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MONSANTO INSURANCE COMPANY LITIGATION
MAY 25, 1980 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.
EPA/CERRO COPPER/ EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

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MONSANTO INSURANCE COMPANY LITIGATION
MAY 25, 1990 ORDER PROTECTED MATERIAL
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PRIVILEGE AND WORK-PRODUCT DOCTRINE
EPA/CERRO COPPER/EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE



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MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.
EPA/CERRO COPPER/EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

RECEIPT FOR CERTIFIED MAIL-30- (plus postage)

Mr. Stanley J. Ford
167 N. Lincoln St.
Chicago, Ill 60606-1100

NO. 931007
PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

DATE: 05/25/90
TIME: 10:00 AM
BY: [Signature]
MAIL ROOM: [Signature]
CITY: CHICAGO
STATE: ILL
ZIP: 60606-1100

05/25/90 10:00 AM

HEB 0000576

8227 0000

931007
6-1-71
J. Edgar Hoover
FBI
FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE
WASHINGTON, D. C. 20535
MAIL ROOM
RECEIVED
JUN 1 1971
FBI
FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE
WASHINGTON, D. C. 20535

EPA/CERRO COPPER/EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE

MONSANTO INSURANCE COMPANY LITIGATION:

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

HED 0000577

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EPA/CERRO COPPER/EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE
PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION
MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

**MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.**

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HED 0000578

MEM 0000579

1332

PLEASE PRINT NAME: **WILLIAM B. BROWN**
 ADDRESS: **1000 N. 10th St., Apt. 101, Phoenix, AZ 85004**
 PHONE: **(602) 254-1234**
 FAX: **(602) 254-1234**
 E-MAIL: **william.brown@phoenix.com**
 DATE: **01/15/97**
 TIME: **10:15 AM**
 FROM: **Phoenix**
 TO: **Phoenix**
 SUBJECT: **Phoenix**

EPA/CERRO COPPER/EIL/PCB
 ATTORNEY WORK PRODUCT
 ATTORNEY CLIENT PRIVILEGE
 PROTECTED MATERIAL: MONSANTO
 INSURANCE COVERAGE LITIGATION
 MONSANTO INSURANCE COMPANY LITIGATION:
 MAY 25, 1990 ORDER PROTECTED MATERIAL
 TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
 PRIVILEGE AND WORK-PRODUCT DOCTRINE.

HEO 0000580



0000-1133

EPA / CERRO COPPER / EIL / PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

WATER

LC 11

LC 11

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

EPA / CERRO COPPER / EIL / PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

HED 0000581

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

EPA / CERRO COPPER / EIL / PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

City Hall
Sagest, Illinois
April 13, 1971

.....

Environmental Protection Agency
vs.
Paul Sagest and Sagest and Company

PCB 71-95

ILLINOIS POLLUTION CONTROL BOARD
RECORDS THE
ORIGINAL
FILED

RECEIVED
APR 26 1971

PULLMAN CENTER ROAD

LEON H. GOLDING & ASSOCIATES
ATTORNEYS AT LAW
20 NORTH LA SALLE STREET - SUITE 1800
CHICAGO, ILLINOIS 60601

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

REPORT THE
ILLINOIS POLLUTION CONTROL BOARD

Environmental Protection Agency

7.

Paul Sargent and Sargent and Company

PCB 71-29

The following is a transcript of a
hearing held in the above-entitled matter in
the City Hall, Chicago, Illinois on the 13th
day of April, A.D. 1971, commencing at the
hour of 9:30 o'clock A.M.

REPORT:

MR. STANLEY L. LIND, Hearing Officer.
ATTORNEYS:

MR. ROBERT P. KAUCHER,
Special Assistant Attorney General,
8715 West Main Street,
Belleville, Illinois,
Appearing for the Environmental
Protection Agency.

MR. HAROLD G. BAKER, JR., Attorney,
Drexler A.,
Belleville, Illinois,
Appearing for Paul Sargent and
Sargent and Company.

EPA/CERRO COPPER/EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

HED 0000583

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

Witnesses

ANDREW A. VOLLMER
By Mr. Kuecher
By Mr. Baker
NOT SALT
By Mr. Kuecher
By Mr. Baker
RICHARD BALLARD
By Mr. Kuecher
By Mr. Baker
KENNETH KENSING
By Mr. Kuecher
By Mr. Baker
ARLIS RUSFMEIER
By Mr. Baker
By Mr. Kuecher
JERRY ROSEN
By Mr. Baker
By Mr. Kuecher
PAUL SACCHI
By Mr. Baker
By Mr. Kuecher

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MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
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22 150
23 178

EPA / CERRO COPPER / EIL / PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

EXHIBITS

Number

Parted

Admitted

COMPLAINANT'S 1
COMPLAINANT'S 2A through 2H
RESPONDENT'S 1, 2, 3, 4

12 12
13 27
134 135

HED 0000584

Monsanto

FROM NAME & LOCATION: R. A. Miller - JFQ/WGK Purchasing

24

DATE December 1, 1972
SUBJECT CONTRACT NO. 02-03-0563
1973 SOLID WASTE DISPOSAL
REFERENCE SAUGET AND COMPANY

cc W. C. Petty - JFQ

TO : MESSRS.: J. W. Brown - JFQ
B. B. Byrne - JFQ
J. W. Dalton - WGK
C. N. Deubner - WGK
M. R. Foresman - WGK
P. F. Gatens - JFQ
J. F. Hart - WGK
P. E. Heisler - WGK
D. C. Malm - JFQ
R. G. Moody - WGK
A. E. Peterson - JFQ
H. G. Rayfield - WGK
M. T. Schade - JFQ
M. J. Smid - JFQ
L. W. Sprandel - WGK
G. W. Watson - WGK
R. L. Wiese - JFQ
B. R. Williams - WGK

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

Enclosed is a copy of our 1973 "trash dump" contract with Sauget and Company. 1972 pricing of \$11,000 per annum (\$8M for WGK and \$3M for JFQ) remains in effect. If you have any comments or questions, please call me.

Dick

R. A. Miller

/rs
encls.

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

HED 0002908

MCO 0546302

AGREEMENT FOR DUMPING PRIVILEGES

This Agreement made and entered into as of January 1, 1973, by and between SAUGET AND COMPANY, a Delaware corporation located in Sauget Village, St. Clair County, State of Illinois, hereinafter called "Sauget" and the MONSANTO COMPANY, a Delaware corporation with General Offices at St. Louis, Missouri, hereinafter called "Monsanto".

WITNESSETH THAT:

WHEREAS, Monsanto operates chemical industries situated in Sauget Village, Centerville Township, St. Clair County, Illinois, and at 1700 South Second Street, St. Louis, Missouri, and desires to dispose of refuse materials from said industries, and

WHEREAS, Sauget is willing to permit the disposal of such refuse by Monsanto on Sauget's property upon the terms and conditions hereinafter set out,

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Sauget agrees as follows: PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

- a. To permit Monsanto to haul to said dump any or all refuse resulting from the normal operations at Monsanto's chemical plants.
- b. To allow contractors performing work for Monsanto at its W. G. Krummrich Plant and

MONSANTO INSURANCE COMPANY LITIGATION: its J. F. Queeny Plant to haul and dump

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

refuse resulting from such work upon presentation of a permit issued by Monsanto identifying the contractor,

MCO 0546303

-1-

HED 0002909

HMSQ02362

the project involved and the term of such project. One permit shall be sufficient for each contractor for each project for the term of such project. Such contractor shall comply with all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Environmental Protection Agency or otherwise, and, in the event that such contractor violates any of said rules and regulations, Sauget may cancel such permit and, if it does so, shall notify Monsanto in writing of such cancellation.

- c. To permit at any time, day or night, including Saturdays, Sundays and Holidays, the unloading of the refuse which Monsanto or its contractors hauls to said dump and to furnish labor for the purpose of supervising and directing such unloading.
- d. To maintain the dump at all times in such condition as to allow the refuse to be freely unloaded without delay.
- e. To maintain at all times access for trucks to dump from the nearest improved road.
- f. To wash refuse container boxes at the dump when requested by Monsanto so long as

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
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PRIVILEGE AND WORK-PRODUCT DOCTRINE.

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MCO 0546304

HED 0002910

HMSG02363

water is available, without cost, for use by Sauget.

- g. To hold Monsanto harmless from and indemnify Monsanto against any and all liability, loss or expense that might arise by reason of damage to property or crops or injury to person or persons resulting directly or indirectly from the operation of said dump, from materials deposited therein or from Monsanto's use thereof.
- h. To treat as Monsanto's confidential property and not use or disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the work hereunder, any information (including any technical information, experience or data) regarding Monsanto's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within the knowledge of Sauget or his employees in the performance of the work or which may be developed by Sauget in the course of Sauget's performance of the work

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
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PRIVILEGE AND WORK-PRODUCT DOCTRINE.

MCO 0546305

HED 0002911

HMS002364

without in each instance securing the prior written consent of Monsanto. Nothing herein, however, shall prevent Sauget from disclosing to others or using in any manner information which Sauget can show:

- (1) has been published and has become part of the public domain other than by acts or omissions of Sauget or his employees;
- (2) has been furnished or made known to Sauget by third parties as a matter of right and without restriction on disclosure; or
- (3) was in his possession at the time he entered into this Agreement and which was not acquired by Sauget directly or indirectly from Monsanto, its employees or its agents. Sauget shall restrict the knowledge of all information regarding the work to as few as possible of his employees (and only to those directly connected with the performing of the work) and shall also, upon request by Monsanto, cause such persons involved in the work on Sauget's behalf as Monsanto designates to sign individual secrecy agreements in a form satisfactory to Monsanto.

MCO 0546306

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

HED 0002912

HMSQ02365

2. Monsanto agrees as follows:

- a. To pay to Sauget at the end of the year 1973 the sum of Eleven Thousand Dollars (\$11,000.00).
- b. To furnish cinders as they are available from the W. G. Krummrich Plant and the J. F. Queeny Plant. Such cinders are to be used in the maintenance of the dump as Monsanto deems necessary.
- c. To neutralize with lime any refuse containing acid.
- d. All dumping at said dump by Monsanto and by its contractors shall be in conformity with any and all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Environmental Protection Agency or otherwise.

3. This Agreement shall commence with the date set forth at its beginning and shall continue for a period of twelve (12) months unless sooner terminated by either party giving to the other party at least ninety (90) days' written notice of that party's intention to cancel same. This notice period is waived in the event the Illinois Environmental Protection Agency shall prevent either party from continued performance hereunder.

4. Should this Agreement be terminated prior to December 31, 1973, then payment shall be prorated on the basis of Eleven Thousand Dollars (\$11,000.00) per year for the year 1973.

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 23, 1980 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE

HED 0002913

MCO 0546307

HMS002366

IN WITNESS WHEREOF, this Agreement has been executed on behalf of each party as of the day and year set forth at its beginning.

MONSANTO COMPANY

By R.G. Miller
Title Purchasing Supt.
Witness René Sanders

SAUGET AND COMPANY

By Paul Langst
Title President
Witness Betty Jo Long

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL.
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

HED 0002914

MCO 0546308

HMSQ02367

Confidential

9/18/80

27

(1)

Paul Heister

Your Request On
Herold Wagner & Co.
Background 9/17/80

You requested any background I could recall on Herold Wagner Trucking Company prior to his exit from business in 1975 when Ruan Transportation Corporation purchased his properties.

HIGHLIGHTS: (Memory/Not-Record)

- (1) Wagner Trucking started bulk tank truck hauling Acids for Monsanto about 1955. Shortly thereafter he purchased the current Wagner site (now owned by Ruan), bordering Quarry Ave and "Dead Creek".
- (2) Over the next 20 yrs. (until 1974-75) Wagner hauled the following W&K products

Sulfuric Acid

Oleum

Chlorosulfonic Acid

PCL₃

POCL₃

Biphenyl

Aroclors / Pyraclors

Phosphoric Acid

Phenol

Alkyl Benzene (Surfactant products)

Petroleum Additives

CAC (Chloro Acetyl Chloride)

WGK 1110995

Continued

(2)

Acetic Acid

Muratic Acid

Monochloroacetic Acid

- 3) Wagner's modes of operand. prior to the Federal Water and Pollution Control Act of 1972 (which is just now being promulgated) up to 1975 was "unregulated". He used dirt-excavated settling-ponds whereby Wagner flushed trailers during cleaning to the ponds which "disseminated into the soil". The Resource Conservation & Recovery Act of 1976 is just now in its final stages which will regulate disposition of industrial wastes. This all occurred pre-1975.
- 4) Ryan Transport Corporation Bought Wagner's Hauling (Des Moines Iowa BASED Company) Rights, some trailers and the sheds & grounds at the Queeny Ave location. They have not used these grounds. What little business they've had in the locale, has been serviced from Wood River, Ill.
- 5) During 1977-8 WGR sent all PCB product data (Boths, etc) to G.O. Legal.

D. Mayer

WGR 1110996

SEP 30 1980

FROM

(NAME-LOCATION-PHONE) P.E. Heisler, W.G. Krummrich Plant

DATE : September 29, 1980

cc: H.W. Curtis
J.W. Molloy
D.T. MayerSUBJECT : TRUCKING OPERATIONS

REFERENCE :

TO : Mr. W. B. Papageorge
G4WA

As per your request, we have listed all companies involved in the shipment of chemicals from this location. We have listed the bulk tank truck carriers and package goods carriers from 1975 to date. This is the limit of our records. We also added one company that hauled in the past but is no longer involved with our shipments.

A. Bulk Tank Truck Carriers used 1975 to date.

Slay
Rogers
Garcia
Klipsch
Allied
Coastal
Customer Pick Up
Monsanto to JFQ
Wagner Trucking Co. (sold the business in 1975 to Ruan)

Trash/Waste
Hayden -
Nuclear Engineering
Tristale
Deil
K&S
Rodgers
Matlock
Monsanto
Slay

B. Package Goods Carriers

- 1) A & H
- 2) Admiral Merchants "Jack Cole"
- * 3) "American" includes All America
- 4) Anderson
- * 5) A.B.F. (Very heavy) Took over "Navego" Freight & Comm.
- 6) Associated Transport (Defunct)
- 7) B.V. Transport
- * 8) BeMac
- 9) Badge
- 10) Bonifield Brothers
- * 11) Branch Motor
- 12) Byers

MCO 6323743

* = Major Volume

C O N F I D E N T I A L

Mr. W. B. Papageorge
TRUCKING OPERATIONS

Page 2
9/29/80
WGK

B. Package Goods Carriers (Continued)

- * 13) Budig Western
- * 14) Campbell 66
- 15) Centralia Cartage
- * 16) Churchill
- * 17) The Chief Freight (Took over Morrison")
- 18) Consolidated Fuel (Defunct)
- * 19) Consolidated Frty's
- * 20) Creech (All Airwick)
- 21) Crouch
- 22) C.W. Transport
- * 23) Cox (PNA)
- * 24) Commerical Lovelace. (Took over "Lovelace")
- * 25) Dohron Transfer
- * 26) Duff (Totes)
- 27) Eastern
- 28) E T M F
- 29) Henry Edwards
- 30) Fats Express
- 31) Frisco Transportation
- 32) Gateway
- 33) Georges Highway
- * 34) Garden (Very heavy)
- 35) Hannibal-Quincy
- 36) Hennis
- 37) Holmes
- 38) Horn
- 39) Hogan
- 40) Interstate Contract Carrier Corp.
- 41) I M L
- * 42) Ill. Freight (Totes Amoco)
- 43) Interstate Motor Freight System
- 44) Jones Truck Line
- 45) Jones Motor
- 46) Kessman
- 47) Kelf Line. Took over "Darling Freight"
- 48) Leeway Motor
- 49) McBrides Express
- 50) McLean
- 51) Merchant's Freight
- 52) Midwest Freight
- 53) Nighthawk (Defunct)
- 54) Niederbrach
- 55) North Shore

MCO 6323744

* = Major Volume

C O N F I D E N T I A L

Mr. W. B. Papageorge
TRUCKING OPERATIONS

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9/29/80
WGK

B. Package Goods Carriers (Continued)

- 56) Orsehehn Truck
- 57) Ohio Nost Frt. "Peg"
- 58) P I E
- 59) Phillips
- 60) Pic Walsh
- 61) Pasehall Truck Lines
- * 62) Preston "Shippers Dispatch"
- 63) Redhage
- 64) Ringsby
- * 65) Riss
- 66) Roadway
- * 67) Ryder
- 68) Slater
- * 69) Smith
- 70) Southwestern
- 71) Spector
- 72) Strickland
- 73) Superior Forwarding
- 74) St. Louis Transport
- 75) T C T
- * 76) Transtors
- 77) Time D.C.
- 78) Terminal Transport
- 79) Tox (Texas-Oklahoma)
- 80) Toedlusch
- 81) Transamerican (Defunct)
- 82) Transport Motor Express
- 83) Tucker
- * 84) Truck Transport (Rubber Chem)
- 85) Wilson (Defunct)
- * 86) Wenham (P2S5)
- 87) Western Gillette
- 88) Womack (Penta until 1976)
- * 89) Yellow Freight
- 90) Bee Line (LTL)
- 91) Lesser (Will Call Am Cy)
- 92) Chicago Express
- * 93) "Pigs" includes:
 - (1) Acme Frt.
 - (2) Springmier
 - (3) ITOFCA
 - (4) Archway
 - (5) Railroad Carriers
 - (6) Associated Shippers
 - (7) U.P.S.

MCO 6323745

* = Major Volume

C O N F I D E N T I A L

Mr. W. B. Papageorge
TRUCKING OPERATIONS

Page 4
9/29/80
WGK

B. Package Goods Carriers (Continued)

- 94) Cline (Contract Carrier Dupont)
- 95) Ag-Coop (From California)

Please advise if there are any questions.

Paul E. Heisler



PEH:tm

MCU 0323746

Hayden Wrecking

VENDOR NO. 5887451
HAYDEN WRECKING CORP.
419 N. 40TH ST.
E. ST. LOUIS, IL 63104

Fri State Transport
Box 462
Joplin Mo 64801

Keightley Bros.
3679 Chouteau
St. Louis Mo 63110

77 Nuclear Engineering
P.O. Box 7246
Louisville, Kentucky 40207

Pollens Environmental Services
P.O. Box 73877
Baton Rouge, LA 70807

Kansas Industrial
Services
8808 N 127th Street
Box 745
Wichita, KA 67201

Rodgers Carthage
139 W 103rd Street
Chicago Ill 60643

Able Sewer
4918 Lawrence
Billerie Ill 62221

Matlack
67 10 W Baltimore
Sandsdowne PA 19050

SCA Services ^{MCO 6323747}
Earthline Division
100 Lester Avenue
Newark N.J. 07105

Slay Transport
2001 South 7th Street
St. Louis, Mo 63104

Sauget & Co
2700 Monsanto
Sauget, Ill 62201

OCT 21 1980

Handwritten:
Kates to Wick
with the list
in

October 20, 1980

Mr. Reed W. Neuman
Assistant Attorney General
Environmental Control Division
Southern Region
Springfield, Illinois 62706

Handwritten:
JFK

Dear Mr. Neuman:

In response to your request, enclosed is a list of firms which have been involved in the shipment of chemicals from Monsanto's W. G. Krumrich Plant, located in Sauget, Illinois. The list includes firms used from 1975 to the present.

Although the list is somewhat lengthy, I trust it provides the information you requested.

Yours very truly,

Phocion S. Park
Environmental Counsel

JF

Enclosure

✓ ccc: W. B. Papageorge ✓

MCO 6323749

Able Sewer
4918 Lawerence
Belleville, Illinois 62221

Acme Fast Freight, Inc.
1221 South 39th
St. Louis, Missouri

A & H Truck Line, Inc.
5333 Bulwer Avenue
St. Louis 63147

Admiral Merchants
Cole, Jack - Dixie Highway
Broadway and Market
Venice, Illinois

Archway Shippers Assoc.
P.O. Box 7289
St. Louis, Missouri 63177

"American" includes All America Transport, Inc.
5300 Hall Street
St. Louis, Missouri

Anderson Motor Service, Inc.
4138 North 2nd Street
St. Louis, Missouri 63147

A.B.F. (Very heavy) Took over "Navego" Freight & Comm.
ABF System
8630 North Hall Street
St. Louis, Missouri 63142

MCO 6323750

Associated Transport
P.O. Box 157
Carlstadt, New Jersey 07072

Associated Shippers
Associated Cartage Co., Inc.
2618 Delmar
St. Louis, Missouri 63103

Bee Line Trucking Co. (L&D)
3000 Chouteau
St. Louis, Missouri 63103

B. V. Transport
1556 State
East St. Louis, Illinois

BeMac Transport Co. Inc.
7400 North Broadway
St. Louis, Missouri 63147

Bodge Lines, Inc.
7320 Hall Street
St. Louis, Missouri 63147

Bonifield Brothers
P.O. Box 40
West Frankfort, Illinois 62896

Branch Motor Express Co.
7201 Hall Street
St. Louis, Missouri 63147

Byers
7719 Hall Street
St. Louis, Missouri

MCO 6323751

Budig Western
4560 North 2nd Street
St. Louis, Missouri 63147

Campbell 66 Express, Inc.
2811 Scott Street
St. Louis, Missouri 63104

Centralia Cartage
650 West Noleman
Centralia, Illinois 62801

Churchill Truck Lines, Inc.
420 Lynch Street
St. Louis, Missouri 63118

Chicago Express
2418 South Loomes
Chicago, Illinois 60622

Cline (Contract Carrier DuPont)
Cline, J.D. Transfer, Inc.
420 Gimblin Road
St. Louis, Missouri 63147

Coastal Tank Lines, Inc.
250 North Cleveland - Massillon Road
P.O. Box 5555
Akron, Ohio 44313

Chief Freight Lines (took over Morrison)
110 Cass Avenue
St. Louis, Missouri 63102

Cox
4522 Kenerly
St. Louis, Missouri

Consolidated Freightways
8500 Hall Street
St. Louis, Missouri 63147

Creech Brothers Truck Lines, Inc. (all Airwick)
420 Gimblin
St. Louis, Missouri 63147

MCO 6323752

Crouch Freight Systems
P.O. Box 1159
St. Joseph, Missouri 64502

C. W. Transport, Inc.
6500 North Broadway
St. Louis, Missouri 63147

Commercial Lovelace Motor Freight Inc. (took over Lovelace)
540 Gimblin Road
St. Louis, Missouri 63147

Beil Trucking
P.O. Box 26
Millstadt, Illinois 62260

David Hauling
2540 Kingshighway
East St. Louis, Illinois

Dohrn Transfer Co.
8390 Hall Street
St. Louis, Missouri 63147

Duff Truck Line, Inc.
6100 North Hall Street
St. Louis, Missouri 63147

Eastern
179 Burnham
East Hartford, Connecticut 06108

ETMF Freight System
119 Douglas Street
St. Louis, Missouri 63160

Edwards, Henry Trucking Co.
801 Howard
St. Louis 63102

Fat's Express, Inc.
501 South Second Street
Belleville, Illinois 62220

MCO 6323753

Frisco Transportation Co.
709 South Seventh Street
St. Louis, Missouri 63102

Gateway Transportation Co.
250 East Prairie Avenue
St. Louis, Missouri 63147

Georgia Highway Express Inc.
731 Campbell
St. Louis, Missouri 63147

Garcia Trucking Company
2760 North 45th
East St. Louis, Illinois 62201

Garden City Transportation
P.O. Box 958
Garden City, Kansas 67846

Hannibal-Quincy Truck Lines, Inc.
5015 North Hall Street
St. Louis, Missouri 63147

Hayden Wrecking Corp.
999 North 40th Street
East St. Louis, Illinois 62204

Hennis Freight Lines
P.O. Box 612
Winston Salem, North Carolina

Holmes Freight Lines, Inc.
7719 Hall Street
St. Louis, Missouri 63147

Horn Trucking Co.
Direct Wire to Highland, Illinois
300 Schmetter Road
Highland, Illinois

Hogan Truck Service, Inc.
1000 North 14th Street
St. Louis, Missouri 63106

Interstate Express Inc.
5625 56th Terrace
Maspeth, New York 11378

MCU 0323754

IML Freight Inc.
699 Highway 203
St. Louis, Missouri

Illinois Freight (Totes Amoco)
618 Brookwood
East Alton, Illinois

Interstate Motor Freight System
69 East Grand Avenue
St. Louis, Missouri 63147

ITOFCA Inc.
500 Northwest Plaza
St. Louis, Missouri

Jones Truck Lines, Inc.
5601 Hall Street
St. Louis, Missouri 63147

Jones Motor
Broadway and Market
Venice, Illinois

Lee Way Motor Freight, Inc.
7411 Hall Street
St. Louis, Missouri 63147

Matlack
10 West Baltimore
Landsdowne, Pennsylvania 19050

Klipsch Hauling Company
10795 Watson Road
St. Louis, Missouri 63127

Keightley Brothers
3679 Chouteau
St. Louis, Missouri 63110

Kansas Industrial Services
8808 North 127th Street
Box 745
Wichita, Kansas 67201

MCO 6323755

McBride's Express, Inc.
433 Thatcher Avenue
St. Louis, Missouri 63147

McLean Trucking Co.
545 South Ewing Avenue
St. Louis, Missouri 63147

Merchant's Motor Freight
3621 Gratiot
St. Louis, Missouri

Middlewest Freightways Inc.
Steel Div.
6810 Prescott
St. Louis, Missouri 63147

Niederbrach Truck Service
1516 North 10th Street
St. Louis, Missouri 63106

North Shore
1700 North 11th Street
St. Louis, Missouri

Nuclear Engineering
P.O. Box 7246
Louisville, Kentucky 40207

Ollie Reeves Hauling
Sauget, Illinois 62201

MCU 6323756

Orschein Bros. Truck Line, Inc.
7410 Hall Street
St. Louis, Missouri 63147

Ohio Fast Freight
2200 West Chain of Rocks Road
Granite City, Illinois

P.I.E.
7455 Hall Street
St. Louis, Missouri 63147

Phillipp Transit Lines, Inc.
Broadway and Market
Venice, Illinois 62060

Pic-Walsh Freight Company
731 Campbell Street
St. Louis, Missouri 63147

Paschall Truck and Line
420 Gimblin
St. Louis, Missouri

Preston Trucking Co., Inc. "Shippers Dispatch"
150 Humboldt Avenue
St. Louis, Missouri 63147

Redhage Truck Line
812 South Fourth Street
St. Louis, Missouri 63102

Ringsby
Interstate 70 and Route 203
East St. Louis, Illinois

Riss International Corp.
3635 Chouteau
St. Louis, Missouri 63110

Roadway Express, Inc.
25 Dock Street
St. Louis, Missouri 63147

Ryder Truck Lines, Inc.
620 Doddridge
St. Louis, Missouri 63147

MCO 6323757

Rogers Cartage Company
10735 South Cicero Avenue
Oak Lawn, Illinois 60453

Rollins Environmental Services
P.O. Box 73877
Baton Rouge, Louisiana 70807

Sauget and Company
2700 Monsanto
Sauget, Illinois 62201

SCA Services
Earthline Division 100 Lester Avenue
Newark, New Jersey 07105

Slater, M. C., Inc.
2200 West Chain of Rocks Road
Granite City, Illinois 62040

Slay Transport
2001 South 7th Street
St. Louis, Missouri 63104

Springmeier Shipping Company Inc.
1123 Hadley
St. Louis, Missouri

Smith's Transfer Corp.
6000 Hall Street
St. Louis, Missouri 63147

Southwestern Transportation Co.
10 Florida Street
St. Louis, Missouri 63104

Spector Freight System, Inc.
1250 South Third Street
St. Louis, Missouri 63104

MCO 6323758

Strickland Transportation Co., Inc.
11353 Reed Hartman Highway
Cincinnati, Ohio 45241

Superior Forwarding Co., Inc.
2600 South Fourth Street
St. Louis, Missouri 63118

T.C.T.
225 Lynch
St. Louis, Missouri

Transtors Transportation Services
733 North 21st Avenue
Phoenix, Arizona 85990

Time - D.C. Inc.
7301 Hall Street
St. Louis, Missouri 63147

Terminal Transportations
P.O. Box 54
Corpus Christi, Texas 78403

Texas-Oklahoma Express, Inc.
7719 Hall Street
St. Louis, Missouri 63147

Toedebusch Transfer
(Anderson Motor Service Inc.)
7525 Ravenridge
St. Louis, Missouri

Transamerican Freight Lines, Inc. (Defunct)
2201 Charles Street
Granite City, Illinois 62040

Transport Motor Express, Inc.
1819 North 17th Street
St. Louis, Missouri 63106

Tri-State Transport
Box 462
Joplin, Missouri 64801

MCO 6323759

Tucker
1301 North 10th Street
St. Louis, Missouri

Truck Transport Inc. (L&D)
230 St. Clair Avenue
East St. Louis, Illinois 62201

United Parcel Service
13818 Ryder Trail Drive
Earth City, Missouri 63045

Wagner Trucking
1300 Queeny Avenue
Sauget, Illinois 62206

Wilson Freight Co.
7450 Hall Street
St. Louis, Missouri 63147

Wenham Transportation, Inc.
Route 2
Granite City, Illinois

Yellow Freight System, Inc.
400 Barton Street
St. Louis, Missouri 63104

MLC 6323760

Monsanto

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MONSANTO INDUSTRIAL CHEMICALS CO.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166
Phone: (314) 694-1000

December 29, 1972

Sauget & Company
2700 Monsanto Avenue
Sauget, Illinois

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1980 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

RE: EXTENSION OF LEASE

Gentlemen:

Reference is hereby made to that certain Lease dated January 1, 1970, with a term of three years, between Monsanto Company as Lessor and Sauget & Company as Lessee by which Monsanto leased certain lands situated in the Village of Sauget, County of St. Clair, State of Illinois, bounded on the North by Riverview Avenue; on the East by a 230 KV transmission line of Union Electric Company; on the South by other land of Monsanto and on the West by an existing unimproved road, containing approximately 22 acres and more particularly described in said Lease.

This letter will serve to indicate our agreement to extend the term of the above mentioned Lease for an additional period of three years, expiring on December 31, 1975.

All the other terms, conditions and provisions contained in said Lease shall continue in full force and effect during all of said extended term, unless sooner terminated as provided in paragraph 7 of said Lease.

If this letter properly expresses our agreement with respect to the extension of said Lease, please so indicate by

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

VAULT COPY

Return to Office
of the Secretary

a unit of Monsanto Company

HEO 0002699

MCO 0544481

HMSQ02082

Sauget & Company

- 2 -

December 29, 1972

signing on the line provided below and by returning a copy
to the writer.


Yours very truly,

MONSANTO COMPANY

BY  *J.P.*

Extension Accepted and
Agreed to as of
December 29, 1972:

SAUGET & COMPANY

BY 

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL.
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

HED 0002700

MCO 0544482

VAULT COPY

Return to Office
of the Secretary

HMS002083

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

LEASE

between

MONSANTO COMPANY

and

SAUGET AND COMPANY

dated

January 1, 1970

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

for

Waste Disposal

W. G. Krummrich Plant

Sauget, Illinois

HED 0002701

MCO 0544483

HMSQ02084

L E A S E

THIS INDENTURE, made and entered into as of January 1, 1970, by and between MONSANTO COMPANY, a Delaware corporation, of St. Louis, Missouri, hereinafter referred to as "Lessor," and SAUGET AND COMPANY, a Delaware corporation, of 2700 Monsanto Avenue, Sauget, Illinois, hereinafter referred to as "Lessee," WITNESSETH:

WHEREAS, Lessor owns certain lands situated on and near the east bank of the Mississippi River in the Village of Sauget, St. Clair County, State of Illinois, and

WHEREAS, Lessee desires to lease a portion of said lands, as hereinafter described, for use by Lessee as site for Lessee's waste disposal operations which are to be performed pursuant to the terms and provisions of that certain written Agreement, of even date herewith, between Lessor and Lessee, hereinafter called "Waste Disposal Agreement," to which Agreement reference is hereby made; and

WHEREAS, Lessor is willing to lease said lands for said purposes under the terms and conditions hereinafter set forth,

NOW, THEREFORE, the parties hereto agree as follows:

1. Lessor, in consideration of the covenants and agreements hereinafter expressed to be kept, observed and performed by Lessee, and subject to the terms, provisions and conditions hereof, does hereby let, and the Lessee does hereby lease, the following described parcel of land, hereinafter called "Premises," situated in the Village of Sauget, County of St. Clair, and State of Illinois to-wit:

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

A tract of land in the Village of Sauget, County of St. Clair, State of Illinois, said tract being bounded on the north by the southern line of River-view Avenue, 70 feet wide, as established by Ordinance No. 122 of the Village of Sauget, Illinois; bounded on the east by the western line of 230KV transmission line easement for Union Electric Power Company, recorded in Book 1284, page 28 of the

HED 0002702

MCO 0544484

HMSQ02085

St. Clair County, Illinois recorder's office; bounded on the south by the south line of Monsanto Company property, said line being parallel with and measured at right angles thereto, approximately 2000 feet southerly from the said southern line of Riverview Avenue; bounded on the west by the eastern line of an existing unimproved road running generally parallel to the aforesaid transmission line easement at an elevation varying from 418 feet to 423 feet above mean sea level between said southern line of the herein described tract and the southern line of Riverview Avenue, said tract containing approximately twenty-two (22) acres and being located approximately where shown outlined in red on Monsanto Company's drawing No. D-179-G1, Revision 1, dated December 15, 1969, marked Exhibit "A", attached hereto and made a part hereof.

2. This lease is made subject to any and all rights or interests of third parties in or to any of said Premises. Lessor shall have the right to enter upon said Premises at all reasonable hours for the purpose of examining and inspecting the same. Lessor further reserves the right (a) to keep, maintain, operate, and renew Lessor's existing sampling wells on said Premises and to install, construct and thereafter keep, maintain, operate and renew such additional sampling wells as Lessor may desire, and (b) to keep, maintain, renew, relocate and remove Lessor's existing metal fence located on or about said Premises, and to install, construct and thereafter keep, maintain, renew, relocate and remove such additions or extensions to, or changes in, said fence as Lessor may consider necessary or convenient. Lessee agrees to cause all gates comprised in any fence, now existing or which may hereafter be erected or maintained on or about said Premises, to be closed and securely locked at all times except during such periods as Lessee shall actively be conducting operations on said Premises in accordance with said Waste Disposal Agreement.

3. Lessee agrees to maintain and use said Premises solely for the purpose of operating thereon a waste disposal area in accordance with the terms and provisions of the aforesaid Waste Disposal

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

- 2 -

MCO 0544485

HED 0002703

HMSQ02086

Agreement. Lessee expressly agrees to refrain from, as well as prevent, the disposal of any other materials, wastes or residues on said Premises.

4. Lessee agrees not to use said Premises for any unlawful purpose, to comply with and observe the provisions of any law, ordinance or governmental regulation applicable to Lessee's use of said Premises, and to prevent unauthorized persons from entering on said Premises. No buildings, structures or improvements shall be installed, constructed, erected or placed on said Premises without the prior written consent of Lessor.

5. Lessee shall not be charged any rent for its use of the said Premises in accordance with the provisions hereof.

6. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liability, claims, causes of action, suits, judgments, fines, penalties, losses, damages, costs and expenses of whatever kind or character arising out of, resulting from or connected with (a) Lessee's use or occupancy of or operations on said Premises for any purpose, (b) the exercise by Lessee of any of the rights or privileges granted hereby, (c) the maintenance, operation, use or existence of said Premises as a disposal area, (d) any act, omission or neglect of Lessee, its agents, representatives or employees, or (e) any breach by Lessee of the terms or provisions of this Lease; provided, however, the foregoing provisions of this paragraph 6 shall not apply to any injuries to person or property caused by or resulting from the sole negligence of the Lessor in the operation or maintenance of the Premises.

7. This Lease shall commence with the date first hereinabove written, and end with December 31, 1972 unless sooner terminated, as it may be at any time, by either party giving at least ninety (90)

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

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MCO 0544486

HED 0002704

HMSQ02087

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

days' written notice to the other party of intention to terminate. Notwithstanding any of the foregoing, it is expressly agreed that in the event said Waste Disposal Agreement shall be cancelled, terminated or otherwise expire, this Lease shall terminate ipso facto with the cancellation, termination or other expiration of said Waste Disposal Agreement. In addition, Lessor may, without further demand or notice, terminate this Lease in the event Lessee defaults in the performance of or breaches any of its covenants, obligations or agreements under this Lease, and such default or breach shall continue for more than ten (10) days after written notice thereof shall have been given by the Lessor to Lessee.

Upon termination howsoever of this Lease, Lessee shall peacefully deliver up and surrender possession of said Premises to Lessor, leaving the same in a neat, clean, orderly and safe condition and, provided Lessee shall have satisfied all of its liabilities to Lessor hereunder, Lessee shall remove all of Lessee's property from said Premises. In the event Lessee fails to peaceably deliver up and surrender said Premises to Lessor as aforesaid, Lessor may, without further demand or notice, re-enter and repossess said Premises and expel Lessee and those claiming under it without being guilty of trespass and without being subject to liability for damages and without prejudice to any other remedies of the Lessor at law or in equity then existing with respect thereto.

8. If Lessee remains in possession of the Leased Premises after the expiration of the term hereof, with Lessor's acquiescence and without any express agreement of the parties, a monthly tenancy terminable by either party on not less than one month's notice shall be created, which shall be upon the same terms and conditions, including rent, as those herein specified, and there shall be no renewal of this Lease by operation of law.

9. Any notice of Lessor to Lessee shall be deemed served or given when posted on Premises or when deposited, postage prepaid, in the U. S. mails addressed to Lessee at its address stated above.

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INSURANCE COVERAGE LITIGATION

- 4 -

MCO 0544487

HED 0002705

HMSQ02088

10. This Lease and all its provisions shall inure to or bind each party's successors and assigns; provided that none of the Premises shall be sublet and no right of Lessee shall be transferred or assigned, either voluntarily or involuntarily, without the prior written consent of Lessor. Either party hereto may waive any default at any time of the other without affecting or impairing any right arising from any subsequent default.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first hereinabove written.

ATTEST:

By C. B. Hollum
Assistant Secretary

MONSANTO COMPANY

By [Signature]
Vice President
SAUGET AND COMPANY

ATTEST:

By Paul Sauget
Secretary

By [Signature]
President

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

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STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

I, Juan C. Munoz, a notary public, do hereby certify that W. L. Miralles, personally known to me to be the Vice President of Monsanto Company, a Delaware corporation, and C. S. Wilson personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of June, 1970.

Commission expires May 21, 1972.

Juan C. Munoz

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

- 6 -

MCO 0544489

HED 0002707

HMSQ02090

STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

I, Betty Jean Long, a notary public, do hereby certify that Leo Sauget, personally known to me to be the _____ President of Sauget and Company, a Delaware corporation, and Paul Sauget personally known to me to be the _____ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ President and _____ Secretary, they signed and the said instrument as _____ President and _____ Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th day of May, 1970.

Commission expires 12/11/73.

Betty Jean Long

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MCO 0544490

- 7 -

HED 0002708

HMS002091

MCO 0544491

EXHIBIT A

MONSANTO CHEMICAL COMPANY

ORGANIC CHEMICALS DIVISION
ENGINEERING DEPT. ST. LOUIS, MO.

LOCATION DEPT. 418
KRUMMRICH PLANT

AUTH. NO.
749.10-4-179

RIVER TERMINAL PROPERTY
TOPOGRAPHIC SURVEY FOR
PROPOSED WASTE DUMP

	BY	DATE	REVIEWED	REVIEWED
DRAWN	R. PORTER	11-22-57	BY	DATE
ENGINEERED	E. McMILLAN	5-31-58		
DETAILS CHKD.	C. H. S.	11-22-57		
APPROVED PROJ ENGR.				

M. LINE EASEMENTS. J.S.
BY CHKD APPD

SCALE
1"=100'-0"

DWG. NO. D-179-Gi

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

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PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

*Request No. 19
(Pages from Site
Development Manual)*

copied

MONSANTO INSURANCE COMPANY LITIGATION:

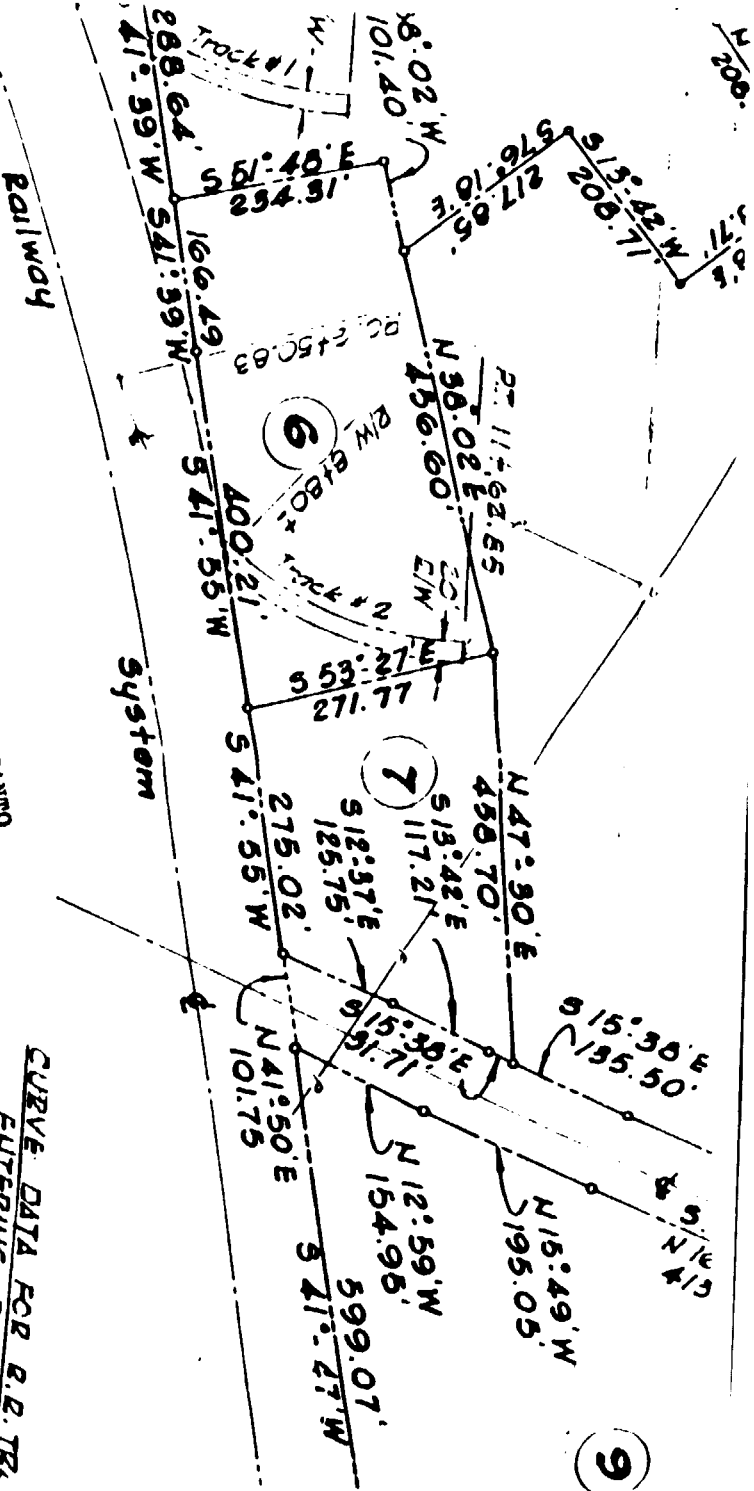
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

*General
Section*

HED 0002710

MCO 0545091

HMSQ02093



PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

CURVE DATA FOR R.R. TR.
ENTERING PROPERTY

TRACK #1	TRACK
A: 56.32	A: 71.5
D: 12.00	D: 14.0
T: 257.20	T: 296
L: 471.11	L: 512

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE

PLAT PROPERTY OF DANIEL CONSTRUCTION CO. LOCATED CHEROKEE COUNTY, S.C.

27 SEPTEMBER 1962

SCALE: 1" = 200'

DAVIS & FLOYD ENGINEERS, INC.
ATLANTA, GA.
GREENWOOD, S.C.

HEO 0002711

HMS002094

EPA/CERRO COPPER/ETL/PCB ATTORNEY WORK PRODUCT / ATTORNEY CLIENT PRIVILEGE

July 6, 1970

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

Mr. Paul Sauget
Sauget and Company
2700 Monsanto Avenue
Sauget, Illinois, 62201

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

Dear Mr. Sauget:

Enclosed herewith is Sauget and
Company's copy of our Waste Disposal
Area Lease for the period 1/1/70 through
12/31/72.

Best regards.

Yours truly,

Dick

R. A. Miller
Purchasing Supervisor

RAM:rs

CC: S. K. Shanahan - G.O. (No Copy)
File 02-03-0431 - JFQ (Copy)
✓ H. M. Cooper - G.O. (Copy)
Carl Mason - WCK (No Copy)

HED 0002712

MCO 0544492

HMS002095